

A040 Fast Packet Transport Services

BELLSOUTH
TELECOMMUNICATIONS, INC.
KENTUCKY
ISSUED: March 1, 2004
BY: E.C. Roberts, Jr., President - KY
Louisville, Kentucky

GENERAL SUBSCRIBER SERVICES TARIFF

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A40. FAST PACKET TRANSPORT SERVICES

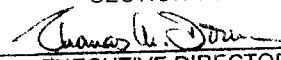
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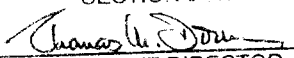
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A40. FAST PACKET TRANSPORT SERVICES

A40.1 Frame Relay Service

A40.1.1 General

- A. Frame Relay Service is a connection-oriented data transport service based on packet switching technology.
- B. Frame Relay Service provides flexible connectivity using Permanent Virtual Circuits (PVCs) implemented over digital facilities operating at transmission speeds of 56 Kbps, 64 Kbps, 128 Kbps, 1.536 Mbps, or 44.210 Mbps.
- C. Network interface specifications for Frame Relay Service are contained in the following documents:
 - ANSI T1.617-1991, "Integrated Services Digital Network (ISDN) - Digital Subscriber Signaling System No. 1 (DSS1)
 - Signaling Specification for Frame Relay Service", American National Standards Institute, April 1991 and ANSI T1.618-1991, "Integrated Services Digital Network (ISDN) - Core Aspects of Frame Relay Protocol for use with Frame Relay Bearer Service", American National Standards Institute, April 1991. Both of these documents may be ordered from:
American National Standards Institute
Customer Service
11 West 42nd Street
New York, New York 10036
 - Document No. 001-208966, "Frame Relay Specification with Extension Based on Proposed T1S1 Standards", Revision 1.0, Digital Equipment Corporation, Northern Telcom, Inc., and StrataCom, Inc., September 1990. This document may be ordered from:
Frame Relay Forum
39355 California Street
Suite 307
Freemont, CA 94538-1447
 - TR-73587 Frame Relay Service Interface and Performance Specifications. This document may be ordered from:
BellSouth Telecommunications, Inc.
Regional Documentation Coordinator
20th Floor
600 North 19th Street
Birmingham, AL 35203
- D. Frame Relay Service, as provided for in this Tariff section, is offered for intraLATA use only.
- E. The regulations and rates specified herein are in addition to the applicable regulations and rates specified in other sections of this and other Tariffs of the Company.
- F. The rates and charges set forth for Frame Relay Service provide for the furnishing of service where suitable facilities are available.
- G. Frame Relay Service is only available when provided in conjunction with Broadband Line Service. Specifications for Broadband Line Service are contained in A40.5 of this Tariff. (T)

A40.1.2 Regulations

A. Explanation of Terms

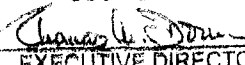
1. Customer Connection to Frame Relay Service

The Customer Connection provides the customer with the standard interface to the Frame Relay Service network. This interface receives the data frame from the customer's network or device and verifies that the DLCI is valid before relaying the frame to the destination. Included in the Customer Connection are the customer's termination on the Frame Relay Service switching equipment, the transport from the Serving Area Point to the switching equipment, and the first DLCI. These interfaces connect the Frame Relay Service network with digital facilities operating at transmission speeds of 56 Kbps, 64 Kbps, 128 Kbps, 1.536 Mbps, or 44.210 Mbps.

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A40. FAST PACKET TRANSPORT SERVICES

A40.1 Frame Relay Service (Cont'd)

A40.1.2 Regulations (Cont'd)

A. Explanation of Terms (Cont'd)

2. Frame Relay Service Network Serving Area

Certain Company Central Offices are designated by the Company as Serving Area Points for the Frame Relay Service Network Serving Area. A customer accessing the Frame Relay Service network, whose Serving Wire Center is designated a Serving Area Point, requires a Broadband Line-Fast Packet Option (FPO) as described in A40.5 of this Tariff. A Frame Relay Service customer, whose Serving Wire Center is not designated a Serving Area Point, will use a Broadband Line-FPO to the Wire Center, as well as, the Broadband Line Extension-FPO (also described in A40.5) to gain access to the closest designated Serving Area Point. (T)

3. Permanent Virtual Circuit (PVC)

A PVC is a software defined data path transporting data within the Frame Relay Service network between two Customer Connections. This data path, once defined in the network software, does not have to be established again. PVCs are end-to-end, bi-directional channels that are established via the service provisioning process. A Standard PVC is created via the mapping of two Standard DLCIs; on an optional basis features are available to allow the creation of Priority Voice and Priority Data, Intelligent and MultiCast PVCs.

a. Priority PVC

Priority PVC capability allows a customer to differentiate specific PVCs with regard to the importance of the data within those PVCs as compared to other PVCs. In the case of contention or network congestion, the Frame Relay Service network will give precedence to the frames of a Priority PVC over frames of a Standard PVC. Frame Relay Service allows the creation of Priority Voice PVCs and Priority Data PVCs. Such a Priority PVC is formed by the mapping of Priority Voice or Priority Data DLCIs¹ (as set forth in A40.1.3.C.1.b or c) to Priority Voice and Priority Data DLCIs; these Priority DLCIs must have an associated CIR value of greater than zero.

b. Intelligent PVC

Intelligent PVC capability allows automatic rerouting on a per PVC basis within the Frame Relay Service network. The Intelligent PVC feature is associated with a customer-specified three DLCI PVC. With the Intelligent PVC feature, a PVC is established between an originating DLCI (referred to as the pivot endpoint) and a primary terminating DLCI (referred to as the primary endpoint). Frames from the originating DLCI (pivot endpoint) will automatically be rerouted to a secondary terminating DLCI (referred to as the secondary endpoint) if the Frame Relay switch detects trouble associated with the primary terminating DLCI (primary endpoint). After such rerouting, the Frame Relay switch will continue to monitor the signals from the primary endpoint and when the trouble is cleared, will automatically reroute the frames going to the secondary endpoint back to the primary endpoint. The BellSouth document TR-73587 provides more detailed technical information on how Intelligent PVC capability is provided.

c. MultiCast PVC

MultiCast PVC capability allows a customer to establish a one-to-many broadcasting PVC that distributes data simultaneously from a host site to a group of predetermined remote sites (called a MultiCast PVC Group). Transmission on a MultiCast PVC is unidirectional (from the host to the remotes in each MultiCast PVC Group). All sites in a MultiCast PVC Group will be able to simultaneously receive a single packet transmission transmitted from the host; upon transmission from the host, the Frame Relay network replicates and distributes the packets to the various remote sites identified as members of the MultiCast PVC Group. A MultiCast PVC may be established as a Standard MultiCast PVC or as a Priority MultiCast PVC (refer to description of Priority PVC capability discussed in A40.1.2.A.3.a preceding).

4. Data Link Connection Identifier

The Frame Relay standard specifies an address field called the Data Link Connection Identifier (DLCI). The DLCI specifies a connection. When any two DLCIs are mapped together, a PVC can be created. When three DLCIs are associated together, an Intelligent PVC can be formed. A DLCI which is not a Priority DLCI (as specified in A40.1.2.A.3.a. preceding) is referred to as a Standard DLCI.

Note 1: PVCs are bi-directional unless specified otherwise (e.g., a MultiCast PVC is uni-directional).

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A40. FAST PACKET TRANSPORT SERVICES

A40.1 Frame Relay Service (Cont'd)

A40.1.2 Regulations (Cont'd)

A. Explanation of Terms (Cont'd)

5. Committed Information Rate (CIR)

Committed Information Rate is a feature that enables the customer to select a sustained throughput under normal conditions. A CIR must be selected for each DLCI. A CIR selected with a value greater than zero has a separate charge from any DLCI charges. Frames submitted at a rate above the subscribed CIR will be marked "discard eligible" (DE) and, should network congestion occur, are subject to being dropped by the network. If CIR is set equal to zero, then all frames will be marked DE. However, in the absence of network congestion, DE marked frames will be transported with the same reliability as frames not marked DE within a single, Company Frame Relay Switch. The CIR value selected cannot exceed the minimum transmission speed of the link at either end of the PVC.

The CIR value of Priority Voice DLCIs and Priority Data DLCIs must be greater than zero.

6. Feature Change Charge

In addition to any specific optional feature charges, a Feature Change Charge applies whenever a change is made (at the customer's request) to a single optional feature for a single customer within a single network configuration on a single switch within a single jurisdiction. Only one Feature Change Charge will apply per service order required to perform the work.

A Feature Change Charge is applicable if the "first" DLCI, the one included with the Customer Connection, is modified.

7. Serving Area Point (SAP)

A Company Central Office that is designated as a member of the Frame Relay Service Network Serving Area. (See the definition of Frame Relay Service Network Serving Area preceding.)

8. Back-Up Capability

Back-Up Capability is available on an optional basis and provides the customer with the ability to have a back-up logical port configured to his service needs in the event that the customer's primary connection is disabled. A Back-Up Customer Connection utilizes a Broadband Line (with Broadband Line Extension Service, as appropriate). Both the Back-Up Customer Connection and its associated Broadband Line Service are specifically dedicated to providing back-up service and remain idle except when being utilized for back-up purposes. (T)

The customer must prearrange with the Company which primary Customer Connection(s) may be directed to a specific Back-Up Customer Connection so that the necessary work is done by the Company which is required prior to back-up capability being possible. A Customer Connection so identified which may be redirected in the event of a failure is referred to as a back-up enabled primary Customer Connection, or referred to herein as simply the primary Customer Connection. A Frame Relay primary Customer Connection may only utilize a Frame Relay Back-Up Customer Connection and both must be the same type of interface (i.e., both configured as either NNI or UNI interfaces). A primary Customer connection must be in the same Frame Relay Network Serving Area as its identified Back-Up Customer Connection. A primary Customer Connection may have only one Back-Up Customer Connection identified. A Back-Up Customer Connection may serve as the back-up for more than one primary Customer Connection; however, a Back-Up Customer Connection may only be actively in use with one primary Customer Connection at a given time.

The Back-Up Customer Connection is manually activated by the Company when the customer requests service from a primary Customer Connection to be redirected to its pre-identified Back-Up Customer Connection. All DLCIs associated with the primary Customer Connection are rerouted to the Back-Up Customer Connection¹. It is strongly recommended that the size of the Back-Up Customer Connection be the same size as the customer's largest primary Customer Connection.

In the event that the customer chooses to utilize a Back-Up Customer Connection which is of a lower speed than the primary Customer Connection, the Company cannot guarantee the sufficiency of the Back-Up Customer Connection to protect the customer's primary data. There exists the realistic possibility that due to the lower amount of physical bandwidth on the Back-Up Customer Connection in such cases, that not all of the customer's DLCIs will be provisioned to the Back-Up Customer Connection. Network congestion may be encountered which may result in packets of data being discarded or entire locations without access to Back-Up Capability.

A Back-Up Customer Connection is not eligible for Network Service Level Agreements ~~as stated in B.C.~~ ^{as stated in B.C.} following.

Note 1: To appropriately provision new DLCIs ordered subsequent to a primary Customer Connection being enabled for Back-Up Capability, subsequent orders for DLCIs should specify that the DLCIs are being requested in association with a primary Customer Connection.

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A40. FAST PACKET TRANSPORT SERVICES

A40.1 Frame Relay Service (Cont'd)

A40.1.2 Regulations (Cont'd)

A. Explanation of Terms (Cont'd)

9. Oversubscription

A customer may establish multiple PVCs on a Frame Relay Service Customer Connection with a total CIR greater than the Frame Relay Service Customer Connection speed. This is called oversubscription. This allows the customer to take advantage of the fact that not all of these PVCs will be active simultaneously. However, the network's apparent performance will be degraded if the customer attempts to make use of this overbooked commitment (or oversubscription) beyond the capacity of the Frame Relay Service Customer Connection. In the worst case, attempts to fully utilize such overbooked commitment may appear to the customer as network unavailability. (N)

The amount of oversubscription (expressed as a percentage) will be determined by the following formula: (N)

Sum of the CIR/PVC on a single Frame Relay Customer Connection (N)

Frame Relay Service Customer Connection speed times 100 (N)

In order to qualify for Network SLAs (as specified in B.6. following), a Frame Relay Service Customer Connection may only oversubscribe up to 200%. In the event the customer exceeds this oversubscription limit, Network SLA credits will not be issued. The customer then must either upgrade their Frame Relay Service Customer Connection speed or subscribe to an additional Customer Connection(s) to remain less than or equal to the 200% oversubscription limit to qualify for future Network SLA crediting. (N)

B. Basis of Offering

1. Detailed monthly billing is not provided. (M)

2. Suspension of service is not allowed. (M)

3. Obligations of Customer and Company (M)

a. The Company is not responsible for the installation, operation, or maintenance of any equipment provided by the customer. (M)

b. The customer is responsible for the provision and maintenance of all Customer Provided Equipment (CPE) and to ensure that the operating characteristics of this equipment are compatible with and do not interfere with the service offered by the Company. (M)

c. The maximum number of DLCIs per Customer Connection is subject to the characteristics of the customer's data traffic. Thus, the number of DLCIs per Customer Connection must be negotiated between the customer and the Company at the establishment of the Customer Connection and subsequent to the establishment should the traffic characteristics change. (M)

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A40. FAST PACKET TRANSPORT SERVICES

A40.1 Frame Relay Service (Cont'd)

A40.1.2 Regulations (Cont'd)

B. Basis of Offering (Cont'd)

4. In order to maintain the quality of Frame Relay Service, the Company reserves the right to perform preventive maintenance and software updates to the network. This could result in Frame Relay Service being unavailable during the time period between 2:00 A.M. and 4:00 A.M. Eastern Time on any given Monday or Sunday morning. However, the Company only expects to utilize this maintenance window for any given switch on the average of once a quarter. In addition, the Company will make every reasonable effort to provide advance notice to those customers likely to be severely affected by such maintenance work. This maintenance window may be adjusted by the Company upon written notice to the customer.
5. The minimum service period is one month.
6. Service Level Agreement

Frame Relay Service includes Service Level Agreements (SLAs) which specify the Company's provisioning, repair and performance commitments for Frame Relay Service in specific areas. Provisioning and repair commitments are measured on a per occurrence basis. Network service level commitments are monthly performance measurements. The following service measurements will outline the service levels that the Company will deliver to its Frame Relay customers.

Provisioning and Repair:

- Frame Relay Installation Interval
- Frame Relay Time-To-Repair

Network Service Levels:

- Frame Relay Network Availability
- Frame Relay Network Transit Delay
- Frame Relay Frame Delivery Rate

Service Level Commitments will define Frame Relay service measurements that the Company agrees to provide every customer. If the Company fails to meet a Service Level Commitment, the customer is eligible for a SLA credit. Credits for missed Network Service Level Commitments will only be available to customers subscribing to the Gold Package in Customer Network Management from A40.12 of this Tariff. Billing credits which may apply if the Company does not meet the objectives associated with these stated SLAs (specifically covering rates for Frame Relay Service and associated Broadband Line Service from Section A40. of this tariff) are provided as set forth in c. following. Credits only apply for portions of service supplied by the Company.

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a. SLA Service Level Commitments

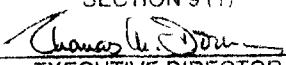
The Company's Service Level Commitments for Frame Relay Service are as follows:

- Frame Relay Installation Interval - Standard Interval
- Frame Relay Time-To-Repair on customer sites within the Frame Relay Network Serving Area - 4 hours
- Frame Relay Network Availability on a customer's network within the Frame Relay Network Serving Area - 99.9%
- Frame Relay Network Transit Delay/One Way - 60 milliseconds
- Frame Relay Delivery Rate of all frames transmitted with CIR greater than 32 Kbps - 99.9%

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A40. FAST PACKET TRANSPORT SERVICES

A40.1 Frame Relay Service (Cont'd)

A40.1.2 Regulations (Cont'd)

B. Basis of Offering (Cont'd)

6. Service Level Agreement (Cont'd)

b. SLA Restrictions

The Company will implement SLA provisioning restrictions that will define customer network design requirements and limitations to BellSouth's commitment to meet Service Levels for Frame Relay Service. *Customer network design requirements are intended to limit or negate BellSouth's obligation to provide SLA credits when the customer has under-engineered their BellSouth Frame Relay network.* The customer network design requirements are as follows:

- The customer's network must have a minimum of 10 customer connections for the Company to provide SLA credits.
- The total CIR on all PVCs carried by any of the customer's Frame Relay Customer Connections may not be greater than 200% of the Customer Connection port speed (oversubscription).
- A customer must be subscribing to the Gold Package in Customer Network Management (CNM) from A40.12 to receive credits for missed Network Service Level Commitments. Customer Connections at both ends of a PVC must have the CNM Gold Package or equivalent. In the event only one end of a PVC is ordered from this Tariff, credits will only be issued for the rate elements ordered from this Tariff.

SLA credits do not apply when any stated objective is not met because the Company does not have control over the circumstances causing the objective to be missed. Situations over which the Company does not have control can be defined as, but not limited to, the following:

- any act, any omission or negligence on the part of the customer, any other customer or any third party, or of any other entity providing a portion of the service,
- labor difficulties, governmental orders, civil commotions, declared National Emergencies, criminal actions against the Company, acts of God, war, or other circumstances beyond the Company's control,
- the customer's premises equipment,
- unavailability of the customer's facilities and/or equipment, *and*
- customer oversubscription of Frame Relay Service Customer Connections.

SLA commitments only apply for service wholly within Company territory. SLA commitments will not apply for circuits which are part of a jointly provided service. SLA commitments do not apply for service provided by other telephone companies concurring in the rates and regulations of the Company.

The customer must request a credit within one calendar month of the Company missing a Frame Relay Service Level Commitment. *The Company will investigate customer requests for any SLA credits to determine the cause of any performance failures reported by the customer. The Company will investigate the customer's request over a period of up to 45 calendar days. The 45-day period will begin when the customer makes the request for credit with their BellSouth Sales Representative.* SLA credits will be provided to the customer if the Company determines that the Company had control over the circumstances causing the failure. *If the Company determines that these failures are the result of oversubscription of Frame Relay Service Customer Connections, the Company will provide the customer with the reports documenting the oversubscription and Network SLA credits will not be issued. The customer will be required to upgrade their Frame Relay Service Customer Connections or no future SLA credits will be allowed on that Frame Relay Service Customer Connection(s).*

When a customer requests a SLA credit for Frame Relay Network Availability, all requests for a calendar month must be submitted at the same time. For example, the customer receives a SLA report on May 1st providing a report on April performance. Any requests for Network Availability SLA credits on Customer Connections for the month of April must all be submitted together.

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Material previously appearing on this page now appears on page(s) 1.1.3 of this section.
Material appearing on this page previously appeared on page(s) 1.2.0.1 of this section.

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A40. FAST PACKET TRANSPORT SERVICES

A40.1 Frame Relay Service (Cont'd)

A40.1.2 Regulations (Cont'd)

B. Basis of Offering (Cont'd)

6. Service Level Agreements (Cont'd)

c. SLA Credits for Frame Relay Service Level Commitments

The following credits will apply when the Company misses a Service Level Commitment (each credit is described in (1) thru (5) following):

- Frame Relay Installation Interval - Credit non-recurring installation charge paid by the customer
- Frame Relay Time-To-Repair - Credit one day of Monthly Recurring Charge (MRC)
- Frame Relay Network Availability - Credit one day of MRC
- Frame Relay Network Transit Delay - Credit MRC
- Frame Relay Frame Delivery Rate - Credit MRC


The SLA credit amount will be determined by applying the credits outlined above to the rate elements or total billed revenues specified following.

- (1) Frame Relay Installation Interval Credit - this credit will only apply to the installation or upgrade of a Frame Relay Customer Connection. The credit will be equal to the nonrecurring installation charge for the Customer Connection, Broadband Line and Broadband Line Extension. The credit will not apply to expedited installations or to installations where no facility and/or switch exist. If on the due date the customer is not ready or in a case where another of the customer's service providers (including the customer's provider of customer premises equipment, interexchange service, or other local service provider) is not ready, the Company is not liable for missing the due date and SLA credits do not apply. (T)
- (2) Frame Relay Time-To-Repair Credit - this credit will require that the customer report the problem to the BellSouth Repair Center. The repair interval will start with the time entered on the trouble ticket. The Service Level Commitment measurement will be based on each individual trouble ticket for a Customer Connection. Multiple trouble tickets on the same day for the same Customer Connection will only be eligible for one time-to-repair credit. The credit will be one day of the MRC for the Customer Connection and Broadband Line. Credits on any individual Customer Connection for a calendar month cannot exceed the MRC for the Customer Connection and Broadband Line. (T)
- (3) Frame Relay Network Availability - this credit will apply in the event that the measurement for the customer's network is missed. The credit will then be for each Frame Relay Customer Connection which does not meet the 99.9% availability commitment. The credit will be one day of the MRC of the Frame Relay Customer Connection and the Broadband Line. The unavailability of a Customer Connection will be calculated from the trouble tickets submitted for the Customer Connection. The unavailability of a customer's network will be calculated from the trouble tickets submitted for each Customer Connection within the customer's network. The Service Level Commitment will be calculated by first subtracting the unavailable time from the total available time for a particular calendar month and then dividing it by the total available time. Included in available time are scheduled maintenance windows and time the network was unavailable due to circumstances outside the Company's control. (T)
- (4) Frame Relay Network Transit Delay - measurement will be on each Frame Relay PVC (network port to network port). The credit will be equal to the MRC for the DLCI pair making up the PVC.
- (5) Frame Relay Frame Delivery Rate - measurement will be on each Frame Relay PVC. The credit will be equal to the MRC for the DLCI pair and 15 days of the MRC for each CIR making up the PVC.

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A40. FAST PACKET TRANSPORT SERVICES

A40.1 Frame Relay Service (Cont'd)

A40.1.2 Regulations (Cont'd)

C. Provision of Service

1. Rates and charges contained in this Section of the Tariff consist of the following elements:

a. Customer Connection to Frame Relay Service

Frame Relay Service Customer Connections are available at the following transmission speeds: 56 Kbps, 64 Kbps, Fractional T1, Subrate T1, 1.536 Mbps, MultiLink, Subrate T3 and 44.210 Mbps. (N)

(1) Fractional T1 Customer Connections are provided at the following specific transmission speeds: 112 Kbps, 128 Kbps, 192 Kbps, 256 Kbps, 320 Kbps, 384 Kbps, 448 Kbps, 512 Kbps, 576 Kbps, 640 Kbps, 704 Kbps, 768 Kbps, 1024 Kbps and 1152 Kbps. A Fractional T1 Customer Connection is provisioned in association with a channelized 1.536 Mbps transport facility and requires the dedication of only a quantity of the DS0 channels equivalent to the Fractional T1 Customer Connection transmission speed. (N)

(2) Subrate T1 Customer Connections are provided at the following specific transmission speeds: 128 Kbps, 256 Kbps, 384 Kbps, 512 Kbps, 768 Kbps and 1152 Kbps. A Subrate T1 Customer Connection is also provisioned in association with a 1.536 Mbps transport facility but requires the dedication of the full 1.536 Mbps transport facility's bandwidth. (N)

(3) MultiLink Customer Connections are provided at the following specific transmission speeds: 3 Mbps, 6 Mbps, 9 Mbps and 12 Mbps. A MultiLink Customer Connection is provisioned in association with multiple 1.536 Mbps Broadband Line facilities whose combined bandwidth is equivalent to the transmission speed of the MultiLink Customer Connection. MultiLink Customer Connections will not be available to operate with Customer Network Management or Frame Relay Back-Up Capability until such time as technical limitations are resolved. (N)

(4) Subrate T3 Customer Connections are provided at the following specific transmission speeds: 3 Mbps, 6 Mbps, 9 Mbps, 12 Mbps, 15 Mbps, 18 Mbps, 21 Mbps, 24 Mbps, 27 Mbps, 30 Mbps and 33 Mbps. A Subrate T3 Customer Connection is provisioned in association with a 44.210 Mbps transport facility and requires the dedication of the full 44.210 Mbps transport facility's bandwidth. (N)

b. Back-Up Capability

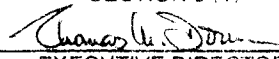
c. Frame Relay Service Features

(M)

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SECTION 9 (1)

BY 
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A40. FAST PACKET TRANSPORT SERVICES

A40.1 Frame Relay Service (Cont'd)

A40.1.2 Regulations (Cont'd)

C. Provision of Service (Cont'd)

2. Certain Company Central Offices are designated by the Company as Serving Area Points (SAPs) for the Frame Relay Service Network Serving Area. A customer accessing the Frame Relay Service network, whose Serving Wire Center is designated a SAP, will only require a Broadband Line-FPO as described in A40.5 of this Tariff. A Frame Relay Service customer, whose Serving Wire Center is not designated a SAP, will require a Broadband Line-FPO to the Serving Wire Center, as well as, a Broadband Line Extension-FPO (also described in A40.5) to gain access to the closest designated SAP. (T)(M)
3. The Customer Connection rate element includes the customer's transport from a Serving Area Point to the Frame Relay Service switching equipment and the customer's termination on the Frame Relay Service switching equipment. One Initial DLCI is applicable when DLCIs are ordered at the same time as the installation of the Customer Connection. Only one "Initial" DLCI (either one Initial Standard DLCI or one Initial Priority DLCI) is allowed per Customer Connection. Additional DLCIs (beyond this initial DLCI) ordered with the installation of the Customer Connection and any DLCIs ordered subsequent to the installation of the Customer Connection are considered Additional DLCIs. (M)
4. Service Charges for installing Frame Relay Service are included in the respective nonrecurring charges specified herein. Service Charges from Section A4. of this Tariff are not applicable for installing such services. Charges applicable for customer requested change of service installation due date and cancellation of service installation are as specified in A40.9 following. (M)
5. Should a customer, having locations in more than one Frame Relay Network Serving Area within a LATA, desire to send data traffic between these locations, the customer can interconnect these locations through the following two options: (M)
 - a. Dedicated Connection: (M)

The customer subscribes to additional Customer Connections (in each Network Serving Area) which are enabled to support inter-serving area connectivity and Broadband Line Extension-FPOs to connect them. These additional rate elements will be used solely to transport this customer's data traffic between affected Frame Relay Network Serving Areas. In addition to the normal DLCI and CIR charges associated with each PVC, additional DLCI and CIR charges apply per PVC between the additional Customer Connections except when these connections have been specifically requested by the customer to be provisioned as customer specific trunks. (T)(M)
 - b. Shared Connection: (M)

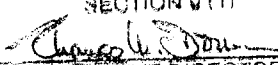
The Company may establish facilities between Frame Relay Service switching equipment in different Network Serving Areas in the same LATA and may allow customers to share bandwidth on these facilities; where these shared facilities are available to customers, a shared connection is an option. The customer must establish one or more Inter-Network Serving Area Links that extend between Frame Relay switches. Each of these links has an associated CIR. One PVC exists between both customer premises through each link. All CIRs on this PVC must have the same value. Charges for the Inter-Network Serving Area Link are applied as follows: (M)

 - the Inter-Network Serving Area Link Establishment is charged at each end of the link, (M)
 - the Inter-Network Serving Area Link CIR is charged at each end of the link, and (M)
 - no additional DLCI charges apply for the link (however, normal DLCI and CIR charges apply for the PVC). (M)
6. In some cases, the Company and another Incumbent Local Exchange Company that offers Frame Relay technology will jointly connect Frame Relay switching equipment within a LATA to provide customers the ability to interconnect their locations served by the different companies. In order to utilize the Company's portion of this jointly provided shared connection, the customer must subscribe to one end of an Inter-Network Serving Area Link and the associated CIR. (M)

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SECTION 6(1)

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A40. FAST PACKET TRANSPORT SERVICES

A40.1 Frame Relay Service (Cont'd)

A40.1.2 Regulations (Cont'd)

C. Provision of Service (Cont'd)

7. Based upon Frame Relay Forum Implementation Agreement 5 (FRF.5), a Frame Relay end user may send data from a premises location with a Frame Relay User Network Interface (UNI) or a Network to Network Interface (NNI) to another premises with an Asynchronous Transfer Mode (ATM) Service UNI. The Frame Relay data is essentially encapsulated in the ATM Service bit stream and must be retrieved by the end-user's CPE as Frame Relay. To enable this feature, the customer must establish one or more Frame Relay/ATM interworking links that extend between the Frame Relay and ATM switches. Each of these links has an associated CIR. One PVC exists between these switches through this link. All CIRs on this PVC must have the same value. The following charges apply for this Frame Relay/ATM Network Interworking feature:

- the Inter-Network Serving Area Link Establishment is charged at each end of this link, and
- the Inter-Network Serving Area Link CIR is charged at each end of this link, and
- no additional DLCI charges apply for the interworking link (however, normal DLCI and CIR charges apply for the PVC).

8. To have Back-Up Capability as an option, the customer is required to have a Back-Up Customer Connection and a separate Broadband Line (with Broadband Line Extension Service, as appropriate) which are designated specifically for back-up purposes. Monthly rates and nonrecurring charges applicable for a Back-Up Customer Connection are provided in A40.1.3.B.1. following. Monthly rates and nonrecurring charges for Broadband Line Service are found in A40.5. (T)

The activation of a Back-Up Customer Connection via the rerouting of traffic from a primary Customer Connection to the Back-Up Customer Connection is a manual operation performed by the Company at the direction of the customer. At the direction of the customer, the Company will subsequently then redirect traffic from the Back-Up Customer Connection to the primary Customer Connection.

A Primary Customer Connection Back-Up Enablement/Change Charge provided in A40.1.3.B.2 is applicable per existing primary Customer Connection which is requested by the customer to be back-up enabled. A Primary Customer Connection Back-Up Enablement/Change Charge is also applicable for each existing back-up enabled primary Customer Connection when the customer requests a reassignment of that primary Customer Connection to a different Back-Up Customer Connection.

9. To create a Priority PVC, the customer requests the mapping of Priority Voice or Priority Data DLCIs.

Feature Change Charges apply for requests to convert existing Standard PVCs to Priority PVCs (or vice versa)¹. A Feature Change Charge applies per service order required to perform the work.

At the customer's request, a Priority PVC may be formed between a Frame Relay Service Priority Voice or Priority Data DLCI and an ATM Service non-UBR PVC Segment (which would additionally require Frame Relay to ATM Interworking capability)². A Feature Change Charge shall apply for a request involving an existing Frame Relay to ATM Interworking PVC where the associated Standard DLCI is converted to a Priority DLCI (or vice versa); a Frame Relay Service Feature Change Charge applies per service order required to perform the Frame Relay Service work.

10. To create a Frame Relay Service Intelligent PVC, the customer requests the mapping of three DLCIs. A Frame Relay Service Intelligent PVC may be comprised of three Standard DLCIs, three Priority Voice DLCIs or three Priority Data DLCIs. One Intelligent PVC Charge (a recurring rate) applies per customer-specified arrangement of 3 DLCIs and applies in addition to the appropriate nonrecurring and recurring charges for each of the three DLCIs. The Intelligent PVC Charge shall be billed to the Customer Connection associated with the DLCI which is the pivot endpoint (as explained in A40.1.2.A.3.b.) of this PVC.

A request to convert an existing two DLCI PVC into a three DLCI Intelligent PVC (or vice versa) shall be considered as a request to disconnect the existing PVC and as a request for the connection of new DLCIs to form the new PVC. At the customer's direction, the DLCI numbers associated with the PVC being disconnected may be reused for the DLCIs associated with the new PVC.

Note 1: Applicable for such requests on Standard PVCs, Intelligent PVCs or MultiCast PVCs.

Note 2: Not applicable to Priority MultiCast PVCs where Frame Relay to ATM Interworking is not technically possible.

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SECTION 9 (1)

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A40. FAST PACKET TRANSPORT SERVICES

A40.1 Frame Relay Service (Cont'd)

A40.1.2 Regulations (Cont'd)

C. Provision of Service (Cont'd)

10. (Cont'd)

The pivot endpoint of an Intelligent PVC must be provisioned out of a Company-provided Frame Relay Service switch. (The primary endpoint and secondary endpoint of an Intelligent PVC may be associated with premises located outside of Company territory. If only Company provided switches are utilized in the total service configuration, no service limitations should occur; however, when a non-Company switch is involved in an Intelligent PVC configuration, service limitations may be encountered. BellSouth document TR-73587, which contains technical information on Intelligent PVC rerouting, provides details relating to such limitations.)

Both the primary and secondary endpoints of an Intelligent PVC must be of the same service type; therefore, both endpoints must be Frame Relay Service because the use of any method of Frame Relay to ATM interworking within an Intelligent PVC configuration is not currently technically feasible.

11. To create a MultiCast PVC, the customer must have established individual PVCs between the Customer Connection of the host site and each Customer Connection of each remote site that is to be a member of that specific MultiCast PVC Group. Standard tariff charges apply for the establishment of the DLCIs, CIR, etc. associated with these member PVCs. While these standard PVCs will be identified as members of a MultiCast PVC Group (and as such receive the unidirectional broadcast transmission from the host site), each individual PVC is still a bi-directional PVC capable of being used by the host site and remote site to communicate independently of the MultiCast PVC Group.

The customer shall provide a unique DLCI number to be used to identify each MultiCast PVC Group associated with a host site; this unique DLCI number will be used in establishing the MultiCast PVC and shall be utilized on an ongoing basis to refer to that specific MultiCast PVC when requesting any subsequent change activity to the associated MultiCast PVC Group. A host site can have more than one MultiCast PVC. A remote site can be a part of multiple MultiCast PVC Groups associated with the same or multiple other host site(s).

Each MultiCast PVC Group shall be established as a Standard MultiCast PVC Group or a Priority MultiCast PVC Group. A Standard MultiCast PVC Group shall be comprised of member PVCs established utilizing all Standard DLCIs; while not specifically required, it is strongly recommended that each member PVC in a Standard MultiCast PVC have DLCIs with an associated CIR value of greater than zero. A Priority MultiCast PVC Group shall be comprised of member PVCs established utilizing all Priority (Voice or Data) DLCIs; each member PVC in a Priority MultiCast PVC is required to have Priority (Voice or Data) DLCIs with an associated CIR value of greater than zero.

One MultiCast PVC Group Charge shall apply and be billed to the host site in association with each MultiCast PVC established. The appropriate MultiCast PVC Group Charge varies based 1) upon whether the MultiCast PVC is to be a Standard MultiCast PVC or a Priority MultiCast PVC and 2) upon the transmission speed of the host site Frame Relay Customer Connection (e.g., the Priority 1.536 Mbps MultiCast PVC Group Charge would be applicable for a Priority MultiCast PVC established on a 1.536 Mbps Frame Relay Customer Connection).

A MultiCast PVC Group Modification Charge applies per member PVC that is requested to be modified, added to or deleted from an existing MultiCast PVC Group, subsequent to the initial establishment of the MultiCast PVC. The MultiCast PVC Group Modification Charges are billed to the host Customer Connection.

If a Standard MultiCast PVC is requested to be changed to a Priority MultiCast PVC (or vice versa), Feature Change Charges apply as set forth in A40.1.2.C.9 to change each DLCI in each member PVC from Standard to Priority (or vice versa). In addition to the nonrecurring charge associated with the MultiCast PVC Group Charge billed to the host for this change request, a MultiCast PVC Group Modification Charge shall also apply per member PVC so modified in the MultiCast PVC Group.

The Frame Relay Customer Connection associated with the host site must be of a transmission speed equal to or greater than 1.536 Mbps *and may not be a MultiLink Customer Connection.*

(C)

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A40. FAST PACKET TRANSPORT SERVICES

A40.1 Frame Relay Service (Cont'd)

A40.1.2 Regulations (Cont'd)

C. Provision of Service (Cont'd)

11. (Cont'd)

A service inquiry will be required in order to determine the availability of MultiCast PVC Capability to meet each customer request for a MultiCast PVC as a result of the following limitations. MultiCast PVC Capability is possible only where Frame Relay switch facilities are available (that serve the host site) that are currently technically capable of provisioning this feature. There is an additional limitation on the total number of MultiCast Groups which can be established per Frame Relay switch; consequently, capacity may not exist to fulfill a customer's request. Additionally, there is a per MultiCast PVC Group limit on the number of members possible which varies based upon the packet size transmitted by the host site; as the standard packet size increases, the number of members that may be in the MultiCast PVC Group decreases.

D. Contract Plans

1. Contract plans are available under conditions specified in the Fast Packet Services Payment Plan in A40.10 of this Tariff with contract periods described as follows:

- a. Term Payment Plan A - payment periods may be selected from 12 to 36 months.
- b. Term Payment Plan B - payment periods may be selected from 37 to 60 months.

2. Provided the applicable conditions set forth in A40.10.4.B. of this Tariff are satisfied, a Termination Liability Charge will not be applicable at the date of termination, if prior to fulfilling the period of the contract plan the customer requests a change from a Frame Relay Service to the same speed, higher speed or next lower speed of any service offered by the Company under a contract plan. *In such cases, the full nonrecurring charges apply for the installation of the new service requested, except as specified otherwise in this tariff or the new service's tariff.* (T)

For purposes of implementing this regulation on Termination Liability Charges for changes from one speed of Frame Relay Service (under contract) to another speed of Frame Relay Service (under contract), the following hierarchy of Frame Relay Customer Connection speeds shall exist (shown in order of lowest to highest): (N)

- 56 Kbps (N)
- 64 Kbps (N)
- Fractional T1 (N)
- Subrate T1 (N)
- 1.536 Mbps (N)
- MultiLink (N)
- Subrate T3 (N)
- 44.210 Mbps (N)

3. The nonrecurring charge for the installation of a Frame Relay Customer Connection, any associated Frame Relay Service Feature, and/or any associated Broadband Line Service (A40.5) is not applicable for a customer requested change to convert an existing *customer with BellSouth® AccuPulse® service or BellSouth® PulseLink® service to Frame Relay Service that is requested under a contract plan.* (C)

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TELECOMMUNICATIONS, INC.
KENTUCKY
ISSUED: July 8, 2003
BY: E.C. Roberts, Jr., President - KY
Louisville, Kentucky

GENERAL SUBSCRIBER SERVICES TARIFF

PSC KY. TARIFF 2A
Second Revised Page 1.2.3
Cancels First Revised Page 1.2.3
EFFECTIVE: August 8, 2003

A40. FAST PACKET TRANSPORT SERVICES

A40.1 Frame Relay Service (Cont'd)

A40.1.3 Rates and Charges

A. Customer Connection to Frame Relay Service

1. A minimum of one Customer Connection is required per customer to subscribe to Frame Relay Service.

		Nonrecurring Charge	Month To Month	A 12 to 36 Months	B 37 to 60 Months	USOC
(a)	at 56 Kbps ¹	\$425.00	\$85.00	\$74.00	\$54.00	FRH56
(b)	at 64 Kbps ¹	425.00	85.00	74.00	54.00	FRH64
(c)	at Fractional T1					
	- 112 Kbps ²	475.00	120.00	104.00	74.00	FRH11
	- 128 Kbps ²	475.00	120.00	104.00	74.00	FRH12
	- 192 Kbps ²	475.00	240.00	215.00	170.00	FRH19
	- 256 Kbps ²	475.00	307.00	267.00	207.00	FRH25
	- 320 Kbps ²	475.00	345.00	304.00	244.00	FRH32
	- 384 Kbps ²	550.00	435.00	404.00	344.00	FRH38
	- 448 Kbps ²	550.00	435.00	404.00	344.00	FRH44
	- 512 Kbps ²	550.00	435.00	404.00	344.00	FRH51
	- 576 Kbps ²	550.00	435.00	404.00	344.00	FRH57
	- 640 Kbps ²	550.00	435.00	404.00	344.00	FRH40
	- 704 Kbps ²	550.00	435.00	404.00	344.00	FRH70
	- 768 Kbps ²	550.00	435.00	404.00	344.00	FRH76
	- 1024 Kbps ²	550.00	435.00	404.00	344.00	FRH24
	- 1152 Kbps ²	550.00	435.00	404.00	344.00	FRH52
(d)	at Subrate T1					
	- 128 Kbps ³	550.00	170.00	155.00	120.00	FRHS1
	- 256 Kbps ³	550.00	200.00	185.00	150.00	FRHS2
	- 384 Kbps ³	550.00	260.00	245.00	204.00	FRHS3
	- 512 Kbps ³	550.00	300.00	280.00	234.00	FRHS5
	- 768 Kbps ³	550.00	335.00	315.00	264.00	FRHS7
	- 1152 Kbps ³	550.00	405.00	380.00	324.00	FRHSE
(e)	at 1.536 Mbps	550.00	435.00	404.00	344.00	FRH15

Note 1: The Customer Connections at 56 Kbps and 64 Kbps are primarily utilized respectively with 56 Kbps and 64 Kbps transport facilities. They may alternately be utilized with a 1.536 Mbps transport facility and provisioned as a Fractional T1 service (as discussed in Note 2 below).

Note 2: Fractional T1 Customer Connection: This Customer Connection is provisioned in association with channelized 1.536 Mbps transport facilities. If requested with a 1.536 Mbps Broadband Line Service, only other Fast Packet Transport Services may utilize the remaining bandwidth of the transport; if provided in association with spare capacity on a channelized Private Line Service (e.g., channelized MegaLink® Service), any other services may utilize the remaining bandwidth as allowed by the regulations in the tariff governing the transport service. (T)

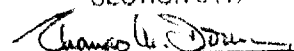
Note 3: Subrate T1 Customer Connection: This Customer Connection is provisioned as Subrate T1 service and may be referred to for marketing purposes as Flexible T1 Frame Relay Service. Each such Customer Connection requires the dedication to it of a full 1.536 Mbps of transport bandwidth (e.g., a full 1.536 Mbps Broadband Line Service); no other service(s) may utilize the remaining bandwidth. (T)

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A40. FAST PACKET TRANSPORT SERVICES

A40.1 Frame Relay Service (Cont'd)

A40.1.3 Rates and Charges (Cont'd)

A. Customer Connection to Frame Relay Service (Cont'd)

1. A minimum of one Customer Connection is required per customer to subscribe to Frame Relay Service. (Cont'd)

	Nonrecurring Charge	Month To Month	A 12 to 36 Months	B 37 to 60 Months	USOC	
(f) at MultiLink						(N)
- 3 Mbps ^{1,2}	\$ 500.00	\$ 780.00	\$ 720.00	\$ 600.00	FRHM3	(N)
- 6 Mbps ^{1,2}	600.00	975.00	900.00	750.00	FRHM6	(N)
- 9 Mbps ^{1,2}	800.00	1170.00	1080.00	900.00	FRHM9	(N)
- 12 Mbps ^{1,2}	1000.00	1365.00	1260.00	1050.00	FRHM2	(N)
(g) at Subrate T3						(T)
- 3 Mbps ³	2000.00	980.00	900.00	745.00	FRHO3	(T)
- 6 Mbps ³	2000.00	1055.00	960.00	845.00	FRHO6	(T)
- 9 Mbps ³	2000.00	1255.00	1142.00	1005.00	FRHO9	(T)
- 12 Mbps ³	2000.00	1455.00	1324.00	1165.00	FRH2M	(T)
- 15 Mbps ³	2000.00	1655.00	1506.00	1325.00	FRH5M	(T)
- 18 Mbps ³	2000.00	1855.00	1688.00	1485.00	FRH18	(T)
- 21 Mbps ³	2000.00	2055.00	1870.00	1646.00	FRH21	(T)
- 24 Mbps ³	2000.00	2255.00	2052.00	1806.00	FRH4M	(T)
- 27 Mbps ³	2000.00	2455.00	2234.00	1966.00	FRH27	(T)
- 30 Mbps ³	2000.00	2655.00	2416.00	2126.00	FRH30	(T)
- 33 Mbps ³	2000.00	2855.00	2598.00	2286.00	FRH33	(T)
(h) at 44.210 Mbps	1,225.00	3,500.00	3,250.00	3,000.00	FRH10	(T)
						(M)

Note 1: A MultiLink Customer Connection is provisioned using multiple 1.536 Mbps Broadband Lines whose combined bandwidth is equivalent to the transmission speed of the MultiLink Customer Connection. (N)

Note 2: The MultiLink Customer Connection Speed Change Charge applies in lieu of the nonrecurring charge shown above when an existing MultiLink Customer Connection is requested to be changed to another speed MultiLink Customer Connection. Additional charges from A40.5 also apply for additional 1.536 Mbps Broadband Lines required when the request is for a change to a higher MultiLink speed. (N)

Note 3: A Subrate T3 Customer Connection (defined as a Customer Connection from 3 to 33 Mbps) is provisioned utilizing 44.210 Mbps of transport bandwidth (e.g., a 44.210 Mbps Broadband Line Service); no other service(s) may utilize the remaining bandwidth. (T)

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EXECUTIVE DIRECTOR

ISSUED: July 8, 2003

EFFECTIVE: August 8, 2003

BY: E.C. Roberts, Jr., President - KY
Louisville, Kentucky

A40. FAST PACKET TRANSPORT SERVICES

A40.1 Frame Relay Service (Cont'd)

A40.1.3 Rates and Charges (Cont'd)

A. Customer Connection to Frame Relay Service (Cont'd)

2. Subrate T1 Speed Change Charge

(M)

This nonrecurring charge applies per Subrate T1 Customer Connection (defined as a Customer Connection provisioned as a Subrate T1 service with restricted bandwidth of 128 Kbps, 256 Kbps, 384 Kbps, 512 Kbps, 768 Kbps or 1152 Kbps) requested to be changed to either 1) another speed of Subrate T1 Customer Connection or 2) to a 1.536 Mbps Customer Connection. Accordingly, the Subrate T1 Speed Change Charge applies in lieu of the Nonrecurring Charge specified in A40.1.3.A.1 for the new speed Customer Connection.

(M)

	Nonrecurring Charge	USOC	
(a) Per Subrate T1 Customer Connection Speed Change Request	\$90.00	FRHT1	(M)

3. Fractional T1 to Subrate T1 Change Charge

(M)

This nonrecurring charge applies per Fractional T1 Customer Connection requested to be changed to a Subrate T1 Customer Connection. Accordingly, the Fractional T1 to Subrate T1 Change Charge applies in lieu of the Nonrecurring Charge specified in A40.1.3.A.1 for the new Subrate T1 Customer Connection.

(M)

	Nonrecurring Charge	USOC	
(a) Per Fractional T1 to Subrate T1 Customer Connection Change Request	\$180.00	FRHFS	(M)

4. MultiLink Speed Change Charge

(N)

This nonrecurring charge applies per MultiLink Customer Connection requested to be changed to another speed MultiLink Customer Connection. Accordingly, the MultiLink Speed Change Charge applies in lieu of the Nonrecurring Charge specified in A40.1.3.A.1 for the new speed MultiLink Customer Connection. Additional charges from A40.5 also apply for additional 1.536 Mbps Broadband Lines required when the request is for a change to a higher MultiLink speed.

(N)

	Nonrecurring Charge	USOC	
(a) Per MultiLink Customer Connection Speed Change Request	\$300.00	FRHMC	(N)

5. Subrate T3 Speed Change Charge

(T)(M)

This nonrecurring charge applies per Subrate T3 Customer Connection (defined as a Customer Connection from 3 Mbps to 33 Mbps) requested to be changed to either 1) another speed Subrate T3 Customer Connection or 2) to a 44.210 Mbps Customer Connection. Accordingly, the Subrate T3 Speed Change Charge applies in lieu of the Nonrecurring Charge specified in A40.1.3.A.1 for the new speed Customer Connection.

(T)(M)

	Nonrecurring Charge	USOC	
(a) Per Subrate T3 Customer Connection Speed Change Request	\$500.00	FRHT3	(M)

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BY 
EXECUTIVE DIRECTOR

BELLSOUTH
TELECOMMUNICATIONS, INC.
KENTUCKY
ISSUED: April 30, 2001
BY: E.C. Roberts, Jr., President - KY
Louisville, Kentucky

GENERAL SUBSCRIBER SERVICES TARIFF

PSC KY. TARIFF 2A
Sixth Revised Page 1.3
Cancels Fifth Revised Page 1.3
EFFECTIVE: May 30, 2001

A40. FAST PACKET TRANSPORT SERVICES

A40.1 Frame Relay Service (Cont'd)

A40.1.3 Rates and Charges (Cont'd)

(M)

B. Back-Up Capability

On an optional basis a customer may choose to have Back-Up Capability for his Frame Relay Service.

1. Frame Relay Back-Up Customer Connection

A minimum of one Back-Up Frame Relay Customer Connection is required in order to have Back-Up Capability.
(Provisioning Basic Class of Service: FPLBN)

	Nonrecurring Charges	Month To Month	A 12 to 36 Months	B 37 to 60 Months	USOC
(a) at 56 Kbps	400.00	40.00	35.00	25.00	FRH56
(b) at 64 Kbps	400.00	40.00	35.00	25.00	FRH64
(c) at 1.536 Mbps	525.00	328.00	295.00	255.00	FRH15
(d) at 44.210 Mbps	1,225.00	2,800.00	2,600.00	2,400.00	FRH10

2. Primary Customer Connection Back-Up Enablement/Change Charge

	Nonrecurring Charge	USOC
(a) Per Existing Primary Customer Connection	\$125.00	FRHBE

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MAY 30 2001

PURSUANT TO 807 KAR 5.011,
SECTION 9 (1)
BY: Stephan D. Bell
SECRETARY OF THE COMMISSION

A40. FAST PACKET TRANSPORT SERVICES

A40.1 Frame Relay Service (Cont'd)

A40.1.3 Rates and Charges (Cont'd)

C. Frame Relay Service Feature Charges

1. DLCI

a. Standard DLCI

(1) Per Customer Connection

(a) Initial Standard DLCI¹

Nonrecurring
Charge

\$ -

Monthly
Rate

\$ -

USOC
XAFD1

(b) Each Additional Standard DLCI

27.00

2.00

FRVDX

b. Priority Voice DLCI

(1) Per Customer Connection

(a) Initial Priority Voice DLCI^{1,2}

-

5.00

FRVPU

(b) Each Additional Priority Voice DLCI²

40.00

5.00

FRVPV

c. Priority Data DLCI

(1) Per Customer Connection

(a) Initial Priority Data DLCI^{1,2}

-

5.00

FRVPC

(b) Each Additional Priority Data DLCI²

40.00

5.00

FRVPD

2. Committed Information Rate (CIR)

a. The chosen CIR cannot exceed the minimum transmission speed of the link at either end of the PVC.

(1) Per DLCI

(a) 0 Kbps

-

-

FRVRO

(b) 1 thru 32 Kbps

-

8.00

FRVR3

(c) 33 thru 56 Kbps

-

13.00

FRVR5

(d) 57 thru 64 Kbps

-

14.00

FRVR6

(e) 65 thru 128 Kbps

-

19.00

FRVR1

(f) 129 thru 256 Kbps

-

29.00

FRVR2

(g) 257 thru 384 Kbps

-

41.00

FRVR4

(h) 385 thru 512 Kbps

-

51.00

FRVR8

(i) 513 thru 768 Kbps

-

93.00

FRVR7

(j) 769 Kbps thru 1.536 Mbps

-

140.00

FRVR9

(k) 1.537 thru 4 Mbps

-

200.00

FRVRJ

(l) 4.1 thru 10 Mbps

-

370.00

FRVRK

(m) 10.1 thru 16 Mbps

-

650.00

FRVRL

(n) 16.1 thru 34 Mbps

-

1,700.00

FRVRM

(o) 34.1 thru 44.210 Mbps

-

2,200.00

FRVRN

3. Intelligent PVC Charge

a. One Intelligent PVC Charge applies per customer-specified arrangement of 3 DLCIs and is in addition to the charges for the DLCIs.

(1) Per Intelligent PVC

(a) Each

-

2.00

FRV1P

(M)

Note 1: One "Initial" DLCI is applicable when DLCIs are ordered at the same time as the installation of the Customer Connection. Only one Initial DLCI (either one Initial Standard DLCI or one Initial Priority DLCI) is allowed per Customer Connection. All other DLCIs are considered Additional DLCIs.

Note 2: A Priority DLCI must have CIR with a value greater than 0.

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SECTION 9 (1)

BY Stephan O. Bell
SECRETARY OF THE COMMISSION

ISSUED: February 8, 2002

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BY: E.C. Roberts, Jr., President - KY
Louisville, Kentucky

A40. FAST PACKET TRANSPORT SERVICES

A40.1 Frame Relay Service (Cont'd)

A40.1.3 Rates and Charges (Cont'd)

C. Frame Relay Service Feature Charges (Cont'd)

4. MultiCast PVC Charges

- a. MultiCast PVC Group Charge - One MultiCast PVC Group Charge applies per MultiCast PVC on a host site Frame Relay Customer Connection. This charge is in addition to the appropriate charges (DLCI, CIR, etc.) for the individual host to remote PVCs which are members of the MultiCast PVC Group.

- (1) Per Standard MultiCast PVC Group (established from multiple host to remote PVCs which utilize all Standard DLCIs) on a host Frame Relay Customer Connection of the following transmission speed:

	Nonrecurring Charge	Month To Month	A 12 to 36 Months	B 37 to 60 Months	USOC	
(a) 1.536 Mbps	\$ 100.00	\$ 210.50	\$ 196.00	\$ 187.50	FRVW1	(N)
(b) 3 Mbps	100.00	290.80	275.00	269.50	FRVW3	(N)
(c) 6 Mbps	100.00	340.00	315.00	295.50	FRVW6	(N)
(d) 9 Mbps	100.00	385.00	357.00	335.50	FRVW9	(N)
(e) 12 Mbps	100.00	430.00	399.00	375.50	FRVW2	(N)
(f) 15 Mbps	100.00	475.00	441.00	415.50	FRVW5	(N)
(g) 18 Mbps	100.00	520.00	483.00	455.50	FRVW8	(N)
(h) 21 Mbps	100.00	565.00	525.00	495.50	FRVWT	(N)
(i) 24 Mbps	100.00	610.00	567.00	535.50	FRVW4	(N)
(j) 27 Mbps	100.00	655.00	609.00	575.50	FRVW7	(N)
(k) 30 Mbps	100.00	700.00	651.00	615.50	FRVWO	(N)
(l) 33 Mbps	100.00	745.00	693.00	655.50	FRVWM	(N)
(m) 44.210 Mbps	100.00	840.00	818.50	797.40	FRVWN	(N)

- (2) Per Priority MultiCast PVC Group (established from multiple host to remote PVCs which utilize all Priority DLCIs) on a host Frame Relay Customer Connection of the following transmission speed:

(a) 1.536 Mbps	\$ 100.00	\$ 225.50	\$ 211.00	\$ 202.50	FRVN1	(N)
(b) 3 Mbps	100.00	305.80	290.00	284.50	FRVN3	(N)
(c) 6 Mbps	100.00	355.00	330.00	310.50	FRVN6	(N)
(d) 9 Mbps	100.00	400.00	372.00	350.50	FRVN9	(N)
(e) 12 Mbps	100.00	445.00	414.00	390.50	FRVN2	(N)
(f) 15 Mbps	100.00	490.00	456.00	430.50	FRVN5	(N)
(g) 18 Mbps	100.00	535.00	498.00	470.50	FRVN8	(N)
(h) 21 Mbps	100.00	580.00	540.00	510.50	FRVNT	(N)
(i) 24 Mbps	100.00	625.00	582.00	550.50	FRVN4	(N)
(j) 27 Mbps	100.00	670.00	624.00	590.50	FRVN7	(N)
(k) 30 Mbps	100.00	715.00	666.00	630.50	FRVNO	(N)
(l) 33 Mbps	100.00	760.00	708.00	670.50	FRVNM	(N)
(m) 44.210 Mbps	100.00	855.00	833.50	812.40	FRVNN	(N)

- b. MultiCast PVC Group Modification Charge - The MultiCast PVC Group Modification Charge is a nonrecurring charge which applies per member PVC requested to be modified, added to or deleted from an existing MultiCast PVC Group.

- (1) Per Customer Request

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- (a) Per Host to Remote PVC

Nonrecurring Charge
\$ 40.00
USOC
FRVMC

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BY: Stephan B. Bell
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Seventh Revised Page 1.3.1
Cancels Sixth Revised Page 1.3.1
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A40. FAST PACKET TRANSPORT SERVICES

A40.1 Frame Relay Service (Cont'd)

A40.1.3 Rates and Charges (Cont'd)

C. Frame Relay Service Feature Charges (Cont'd)

	Nonrecurring Charge	Monthly Rate	USOC
5. Inter-Network Serving Area Link			
a. Per End of Link			
(1) Link			
(a) Per establishment	\$ 10.00	\$ -	FRVLE
(2) CIR			
(a) 0 thru 32 Kbps	-	10.00	FRVL3
(b) 33 thru 56 Kbps	-	15.00	FRVL5
(c) 57 thru 64 Kbps	-	16.00	FRVL6
(d) 65 thru 128 Kbps	-	20.00	FRVL1
(e) 129 thru 256 Kbps	-	35.00	FRVL2
(f) 257 thru 384 Kbps	-	55.00	FRVL4
(g) 385 thru 512 Kbps	-	70.00	FRVL8
(h) 513 thru 768 Kbps	-	150.00	FRVL7
(i) 769 Kbps thru 1.536 Mbps	-	225.00	FRVL9
(j) 1.537 thru 4 Mbps	-	500.00	FRVLJ
(k) 4.1 thru 10 Mbps	-	650.00	FRVLK
(l) 10.1 thru 16 Mbps	-	800.00	FRVLL
(m) 16.1 thru 34 Mbps	-	2,100.00	FRVLM
(n) 34.1 thru 44.210 Mbps	-	2,500.00	FRVLN
6. Feature Change Charge			
(a) Per occurrence, per feature	28.00	-	FRVFX

A40.2 Reserved for Future Use

**A40.3 Native Mode LAN Interconnection (NMLI) Service
(Obsoleted, See Section A140.3)**

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A40. FAST PACKET TRANSPORT SERVICES

A40.3 Native Mode LAN Interconnection (NMLI) Service (Cont'd)
(Obsoleted, See Section A140.3)

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Cancels Eighth Revised Page 2
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A40. FAST PACKET TRANSPORT SERVICES

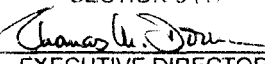
A40.3 Native Mode LAN Interconnection (NMLI) Service (Cont'd)
(Obsoleted, See Section A140.3)

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Cancels Eleventh Revised Page 3
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A40. FAST PACKET TRANSPORT SERVICES

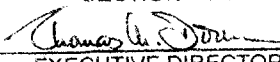
A40.3 Native Mode LAN Interconnection (NMLI) Service (Cont'd)
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A40. FAST PACKET TRANSPORT SERVICES

A40.3 Native Mode LAN Interconnection (NMLI) Service (Cont'd)
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A40. FAST PACKET TRANSPORT SERVICES

A40.3 Native Mode LAN Interconnection (NMLI) Service (Cont'd)|
(Obsoleted, See Section A140.3)

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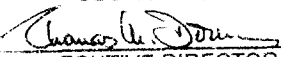
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A40. FAST PACKET TRANSPORT SERVICES

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A40. FAST PACKET TRANSPORT SERVICES

A40.4 (DELETED)(Cont'd)

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A40. FAST PACKET TRANSPORT SERVICES

A40.4 (DELETED) (Cont'd)

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A40. FAST PACKET TRANSPORT SERVICES

A40.4 (DELETED) (Cont'd)

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A40. FAST PACKET TRANSPORT SERVICES

A40.4 (DELETED) (Cont'd)

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A40.4 (DELETED) (Cont'd)

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A40. FAST PACKET TRANSPORT SERVICES

A40.5 Broadband Line Service

(T)

A40.5.1 General

- A. Broadband Line Service provides the customer with a local connection to high speed frame or cell-based switched services. (T)
- B. Broadband Line Service is available under options. Rates, charges, and regulations specific to these options are in later subsections of this Tariff section. The Fast Packet Option is described in A40.5.3 following. (T)
- C. Network interface specifications for Broadband Line Service are contained in BellSouth Technical Reference 73590. This publication is available from:
BellSouth Telecommunications, Inc.
Documentation Operations
20th Floor
600 North 19th Street
Birmingham, AL 35203 (T)
- D. Broadband Line Service, as provided for in this Tariff section, is offered for intraLATA use only *and may not be utilized to connect to a Class 5 office for use in local exchange service transmissions.* (C)
- E. The regulations and rates specified herein are in addition to the applicable regulations and rates specified in other sections of this and other Tariffs of the Company. (T)
- F. The rates and charges set forth for Broadband Line Service provide for the furnishing of service where suitable facilities are available. Where special construction of facilities is necessary, special construction charges may apply as set forth in Section A5. of the Tariff. (T)

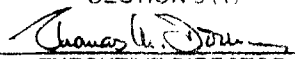
A40.5.2 Regulations

- A. Explanation of Terms
 - 1. Broadband Line (T)
The link from the customer's premises to the customer's Serving Wire Center.
 - 2. Broadband Line Extension (T)
When a customer's Serving Wire Center is not a Serving Area Point, a Broadband Line Extension is used to connect the Serving Wire Center to the closest Serving Area Point. The Broadband Line Extension is associated with a Broadband Exchange Line, or as specified otherwise herein this tariff. (T)
The Broadband Line Extension is measured on a per mile basis in airline miles from a Central Office that is not a Serving Area Point to a Serving Area Point. (T)
 - 3. Network Serving Area
Certain Company Central Offices are designated Serving Area Points. A Network Serving Area is comprised of all the Serving Area Points in a geographic area.
 - 4. Serving Area Point
A Company Central Office that is designated as a member of the Network Serving Area.
- B. Basis of Offering
 - 1. Detailed monthly billing is not provided.
 - 2. Suspension of service is not allowed.
 - 3. The minimum service period is one month.
- C. Connections
The design, maintenance, and operation of Broadband Line Service contemplates data communications originating or terminating at stations of the customer. (T)
 - 1. Obligations of Customer
 - a. When customer provided equipment (CPE) is connected with Broadband Line Service, the customer or authorized user must provide equipment to perform the function of the Digital Terminating Equipment (DTE). The DTE provided by the customer is required at a customer's premises to perform such functions. (T)
- Proper termination of service

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A40. FAST PACKET TRANSPORT SERVICES

A40.5 Broadband Line Service (Cont'd)

(T)

A40.5.2 Regulations (Cont'd)

C. Connections (Cont'd)

1. Obligations of Customer (Cont'd)

a. (Cont'd)

- Amplification
- Signal shaping
- Remote loopback

- b. Where Broadband Line Service is available under this Tariff for use in connection with customer provided equipment (CPE), the operating characteristics of such equipment shall be such as not to interfere with any of the services offered by the Company. Such use is subject to the further provisions that the CPE does not endanger the safety of Company employees or the public; damage, require change in, or alteration of the equipment or other facilities of the Company; interfere with the proper functioning of such equipment or facilities; impair the operation of the Company's facilities or otherwise injure the public in its use of the Company's services. Upon notice from the Company that the equipment provided by a customer is causing or is likely to cause such hazard or interference, the customer shall take such steps as shall be necessary to remove or prevent such hazard or interference. (T)

- c. When CPE is connected to Broadband Line Service, the customer shall be responsible for: (T)

- (1) Compatibility of the CPE to Broadband Line Service. This includes replacing the DTE due to technological changes in the network, and (T)
- (2) Testing and sectionalization and clearance of trouble conditions or service difficulties on any CPE which is connected to Broadband Line Service. (T)

- d. The customer's responsibility shall include cooperative testing with the Company as may be necessary.

2. Responsibility of the Company

- a. The Company shall not be responsible for installations, operation, or maintenance of any CPE. Where such CPE is connected to Company facilities, the responsibility of the Company shall be limited to the furnishing of facilities suitable for Broadband Line Service and to the maintenance and operation of such facilities in a manner proper for such service. Subject to this responsibility, the Company shall not be responsible for: (T)

- (1) The through transmission signals generated by such equipment, or for the quality of, or defects in, such transmission,
- (2) The reception of signals by such equipment, or
- (3) Damage to CPE provided by a customer to an authorized user during testing.

- b. The Company shall not be responsible to the customer, if changes in any of the facilities, operations, or procedures of the Company utilized in provisioning of Broadband Line Service render any facilities provided by a customer obsolete or require modifications or alteration of such equipment or otherwise affect its use or performance. (T)

- c. The Company undertakes to maintain and repair the facilities which it furnishes. The customer may not rearrange, disconnect, remove, or attempt to repair any equipment installed by the Company without prior written consent of the Company.

D. Provision of Service

1. Rates and charges contained in this Section of the Tariff consist of the following elements:

- a. Broadband Line (T)
- b. Broadband Line Extension (T)
- c. Move Charges

2. Service charges for Broadband Line Service are included in the respective nonrecurring charges specified herein. Service Charges from Section A4. of this Tariff are not applicable. Charges applicable for customer requested change of service installation due date and cancellation of service installation are as specified in A40.9.6. (T)

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A40. FAST PACKET TRANSPORT SERVICES

A40.5 Broadband Line Service (Cont'd)

(T)

A40.5.2 Regulations (Cont'd)

D. Provision of Service (Cont'd)

3. A move involves a change in the physical location of one of the following:

- the point of interface at the customer's premises
- the customer's premises

The charges for the move are dependent upon whether the move is located within the same building or to a different building.

a. Moves Within the Same Building

When the move is to a new location within the same building, the charge for the move will be an amount equal to one-half the nonrecurring charge for the affected service termination at the customer's premises. There will be no change in the minimum period requirements.

b. Moves to a Different Building

Moves to a different building, other than addressed in c. following, will be treated as a discontinuance and start of service and all associated nonrecurring charges will apply. New minimum period requirements will be established at the new location. The customer will also remain responsible for satisfying all outstanding minimum period charges for the discontinued service.

c. Moves of Service(s) under Fast Packet SPP

Customer requests for moves of service under Fast Packet SPP, other than inside moves, will be subject to the conditions stated in A40.10.11 of this Tariff.

4. The rates and charges contained in this Tariff for Broadband Line Service are applicable from the meet point with an independent company to the Network Serving Area for customer locations served by an independent company.

(T)

A40.5.3 Fast Packet Option (FPO)

A. General

1. The Fast Packet Option (FPO) of Broadband Line Service is only available when used in conjunction with Frame Relay Service, Asynchronous Transfer Mode (ATM) Service, or BellSouth® Video Conferencing service (BVCS). Specifications for Frame Relay Service are contained in A40.1. ATM Service specifications are contained in A40.8. Specifications for BVCS are contained in A40.11 of this Tariff.
2. The Fast Packet Option is used to connect a customer premises with the Frame Relay, ATM or BVCS Network Serving Areas.
3. The Fast Packet Option is designed to transmit digital data signals at speeds of 56 Kbps, 64 Kbps, 128 Kbps¹, 1.536 or 44.210 Mbps, 149.760 Mbps, or 599.040 Mbps.
- a. Multiples of 1.536 Mbps Broadband Line Service and Broadband Line Extension Service (in multiples from 2 through 8) may be used to access ATM Service Customer Connections using Inverse Multiplexing (IMA).

(T)

(T)

(T)

(T)

ATM Service IMA Customer Connection Speed	Quantity of 1.536 Mbps Broadband Line Services Required
3.072 Mbps	2
4.608 Mbps	3
6.144 Mbps	4
7.680 Mbps	5
9.216 Mbps	6
10.752 Mbps	7
12.288 Mbps	8

Note 1: Effective 11/4/2002, Fast Packet Option 128 Kbps (2B1Q) is not available for new installations, moves or changes.

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BY Charles H. Dow
EXECUTIVE DIRECTOR

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A40. FAST PACKET TRANSPORT SERVICES

A40.5 Broadband Line Service (Cont'd)

(T)

A40.5.3 Fast Packet Option (FPO) (Cont'd)

A. General (Cont'd)

3. (Cont'd)

- b. Multiples of 1.536 Mbps Broadband Line Service and Broadband Exchange Line Extension Service (from 2 through 8) may be used to access Frame Relay Service MultiLink Customer Connections.

(N)

Frame Relay Service MultiLink Customer Connection Speed	Quantity of 1.536 Mbps Broadband Line Services Required	(N)
3 Mbps	2	(N)
6 Mbps	4	(N)
9 Mbps	6	(N)
12 Mbps	8	(N)

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A40. FAST PACKET TRANSPORT SERVICES

A40.5 Broadband Line Service (Cont'd)

(T)

A40.5.3 Fast Packet Option (FPO) (Cont'd)

A. General (Cont'd)

4. The Broadband Line Extension-FPO may be used by the customer for other specific functions besides connecting the customer's Serving Wire Center to a Serving Area Point such as specified in A40.1.2.C.5.a and A40.8.2.C.4.a. (T)

Also, when the Fast Packet Option is provided in association with MegaLink® channel service to connect customer locations to Frame Relay Service, or ATM Structured Circuit Emulation Service, the Broadband Line Extension-FPO may be used. Such use occurs if the Central Office where the channelization is performed for MegaLink® channel service is not a Frame Relay or ATM Service Serving Area Point. In this type of situation, a Broadband Line Extension-FPO is required to connect the Central Office where the channelization occurs to the closest Serving Area Point. (T)

5. The Fast Packet Option may be provided in association with MegaLink® channel service to connect a customer location to Frame Relay Service. Rates, regulations, and charges for MegaLink® channel service are provided in B7.3 of the Private Line Services Tariff. DS1 facilities being channelized via MegaLink® channel service to be associated with the Fast Packet Option must be provisioned with Bipolar with 8 Zero Substitution (B8ZS) and Extended Superframe (ESF) if such service is to support a customer connection that is 64 Kbps or a higher speed that is a multiple of 64 Kbps. (T)

6. The Fast Packet Option operating at a transmission speed of 1.536 Mbps must be provisioned with Bipolar with 8 Zero Substitution (B8ZS) and Extended Superframe (ESF) if such service is to support a customer connection that is 64 Kbps or a higher speed that is a multiple of 64 Kbps.

7. If, prior to fulfilling the period of a contract plan, the customer requests a change in transmission speed on a Fast Packet Option (to a higher or lower speed), a Termination Liability Charge will not be applied, if at the date of termination the applicable conditions set forth in A40.10.2. and A40.10.4.B. of this Tariff are satisfied.

Prior to fulfilling the period of a contract plan, the customer may request a change 1) to a lower speed ATM IMA Customer Connection, 2) to a lower speed Frame Relay MultiLink Customer Connection or 3) from an ATM IMA or Frame Relay MultiLink Customer Connection to an ATM or Frame Relay Subrate T3 or 44.210 Mbps Customer Connection (all of which will require the disconnect of a quantity of 1.536 Mbps Broadband Line Services). A Termination Liability Charge will not be applicable for such requests, if at the date of termination the applicable conditions set forth in A40.10.4.B are satisfied. (C)

One-half of the nonrecurring charge(s) for the applicable rate elements in A40.5.3.B.1. and A40.5.3.B.2. following apply if the customer requests a change in transmission speed on a Fast Packet Option (to a higher or lower speed).

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A40. FAST PACKET TRANSPORT SERVICES

A40.5 Broadband Line Service (Cont'd)

(T)

A40.5.3 Fast Packet Option (FPO) (Cont'd)

A. General (Cont'd)

9. Contract Plans

- a. Contract Plans are available under conditions specified in the Fast Packet Services Payment Plan in A40.10 of this Tariff with contract periods described as follows:

(1) Term Payment Plan A - payment periods may be selected from 12 to 36 months.

(2) Term Payment Plan B - payment periods may be selected from 37 to 60 months.

10. The Fast Packet Option may be provided in association with SMARTRing® service to connect a customer location to Frame Relay Service or ATM Service. Rates, regulations, and charges for SMARTRing® service are provided in B7.7 of the Private Line Services Tariff. (T)

11. The Fast Packet Option operating at a transmission speed of 149.760 Mbps or 599.040 Mbps is fiber optic based.

12. Specifications for the Fast Packet Option operating at a transmission speed of 128 Kbps¹ using 2B1Q technology are contained in the following documents:

-ANSI T1.601, "Integrated Services Digital Network (ISDN) Basic Access Interface for Use on Metallic Loops for Application on the Network Side of the NT (Layer 1 Specification)". This document may be ordered from:

American National Standards Institute, Inc.

11 W. 42nd Street

New York, New York 10036

-Bell Communications Research TR-TSY-000829, "Operations Technology Generic Requirement (OTGR): Generic Operations Interfaces Embedded Operations Channels". This document may be ordered from:

BellCore - Customer Services

8 Corporate Place - Room 3C183

Piscataway, New Jersey 08854-4156

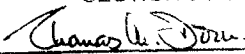
13. A 128 Kbps Frame Relay Service Customer Connection may interface with a Fast Packet Option operating at a transmission speed of either 128 Kbps¹ (2B1Q) or 1.536 Mbps. If an Extension capability operating at 128 Kbps¹ is necessary, two 64 Kbps Broadband Line Extensions are required. (T)

Note 1: Effective 11/4/2002, Fast Packet Option 128 Kbps (2B1Q) is not available for new installations, moves or changes.

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A40. FAST PACKET TRANSPORT SERVICES

A40.5 Broadband Line Service (Cont'd)

(T)

A40.5.3 Fast Packet Option (FPO) (Cont'd)

B. Rates and Charges for the Fast Packet Option

1. Broadband Line-FPO

(T)

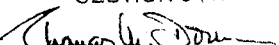
	Nonrecurring Charge	Month To Month	A 12 to 36 Months	B 37 to 60 Months	USOC
(a) 56 Kbps	\$540.00	\$80.00	\$71.00	\$61.00	FP156
(b) 64 Kbps	540.00	80.00	71.00	61.00	FP164
(c) 128 Kbps (2B1Q) (Obsoleted - See Section A140)					
(d) 1.536 Mbps	555.00	155.00	146.00	136.00	FP115
(e) 44.210 Mbps	1,000.00	1,500.00	1,400.00	1,300.00	FP144
(f) 149.760 Mbps	1,800.00	2,550.00	2,200.00	2,000.00	FP114
(g) 599.040 Mbps	3,600.00	5,100.00	4,335.00	3,900.00	FP159
2. Broadband Line Extension-FPO					
a. An Extension less than 20 miles					
(1) Per Extension					
(a) 56 Kbps	85.00	25.00	20.00	15.00	FPC56
(b) 64 Kbps	85.00	25.00	20.00	15.00	FPC64
(c) 1.536 Mbps	145.00	165.00	125.00	105.00	FPC15
(d) 44.210 Mbps	350.00	4,000.00	3,500.00	3,000.00	FPC44
(e) 149.760 Mbps	750.00	5,000.00	4,610.00	4,350.00	FPC14
(f) 599.040 Mbps	1,500.00	12,505.00	11,525.00	10,875.00	FPC59
b. An Extension 20 - 50 miles					
(1) Per Extension					
(a) 56 Kbps	85.00	35.00	28.00	20.00	FPD56
(b) 64 Kbps	85.00	35.00	28.00	20.00	FPD64
(c) 1.536 Mbps	145.00	285.00	215.00	155.00	FPD15
(d) 44.210 Mbps	350.00	4,500.00	4,250.00	3,900.00	FPD44
(e) 149.760 Mbps	750.00	6,785.00	6,250.00	5,900.00	FPD14
(f) 599.040 Mbps	1,500.00	14,890.00	13,725.00	12,950.00	FPD59
c. An Extension 51 - 75 miles					
(1) Per Extension					
(a) 56 Kbps	85.00	55.00	43.00	30.00	FPE56
(b) 64 Kbps	85.00	55.00	43.00	30.00	FPE64
(c) 1.536 Mbps	145.00	385.00	290.00	195.00	FPE15
(d) 44.210 Mbps	350.00	5,035.00	4,785.00	4,435.00	FPE44
(e) 149.760 Mbps	750.00	7,935.00	7,310.00	6,900.00	FPE14
(f) 599.040 Mbps	1,500.00	17,075.00	15,740.00	14,850.00	FPE59

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A40. FAST PACKET TRANSPORT SERVICES**A40.5 Broadband Line Service (Cont'd)**

(T)

A40.5.3 Fast Packet Option (FPO) (Cont'd)**B. Rates and Charges for the Fast Packet Option (Cont'd)****2. Broadband Line Extension-FPO (Cont'd)**

(T)

d. An Extension 76 - 100 miles**(1) Per Extension**

	Nonrecurring Charge	Month To Month	A 12 to 36 Months	B 37 to 60 Months	USOC
(a) 56 Kbps	\$85.00	\$65.00	\$50.00	\$35.00	FPF56
(b) 64 Kbps	85.00	65.00	50.00	35.00	FPF64
(c) 1.536 Mbps	145.00	505.00	380.00	255.00	FPF15
(d) 44.210 Mbps	350.00	6,290.00	6,040.00	5,690.00	FPF44
(e) 149.760 Mbps	750.00	9,140.00	8,425.00	7,950.00	FPF14
(f) 599.040 Mbps	1,500.00	19,290.00	17,780.00	16,775.00	FPF59

e. An Extension 101 - 125 miles**(1) Per Extension**

(a) 56 Kbps	85.00	75.00	58.00	40.00	FPG56
(b) 64 Kbps	85.00	75.00	58.00	40.00	FPG64
(c) 1.536 Mbps	145.00	605.00	455.00	305.00	FPG15
(d) 44.210 Mbps	350.00	6,290.00	6,040.00	5,690.00	FPG44
(e) 149.760 Mbps	750.00	9,890.00	9,115.00	8,600.00	FPG14
(f) 599.040 Mbps	1,500.00	21,530.00	19,845.00	18,725.00	FPG59

f. An Extension more than 125 miles**(1) Per Extension**

(a) 56 Kbps	85.00	85.00	65.00	45.00	FPH56
(b) 64 Kbps	85.00	85.00	65.00	45.00	FPH64
(c) 1.536 Mbps	145.00	705.00	530.00	375.00	FPH15
(d) 44.210 Mbps	350.00	8,150.00	7,900.00	7,550.00	FPH44
(e) 149.760 Mbps	750.00	13,225.00	12,190.00	11,500.00	FPH14
(f) 599.040 Mbps	1,500.00	30,645.00	28,245.00	26,650.00	FPH59

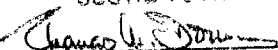
(N)

A40.6 Reserved for Future Use**A40.7 Reserved for Future Use**

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A40. FAST PACKET TRANSPORT SERVICES

A40.8 Asynchronous Transfer Mode (ATM) Service


A40.8.1 General

- A. Asynchronous Transfer Mode (ATM) Service (herein referred to as ATM Service) is a data transport service based on ATM cell-based switching technology.
- B. ATM Service provides flexible connectivity using virtual connections implemented over digital facilities operating at transmission speeds of 1.536 Mbps, 44.210 Mbps, 149.760 Mbps or 599.040 Mbps. This service provides for the switching of symmetrical duplex transmissions of fixed-length ATM cells, utilizing virtual circuits. To transfer information between at least two sites a virtual circuit must be set up across the ATM network. ATM service supports the establishment of both permanent virtual circuits (PVCs) and switched virtual circuits (SVCs).
- Information transmitted by ATM Service is segmented into fixed length cells, transported to and re-assembled at the specified destination. An ATM cell has a fixed length of 53 bytes. An ATM cell is broken into two main sections, the header and the payload. The payload is the portion which carries the actual information. The header is used for network functions such as addressing and error correction.
- C. Network interface specifications for ATM Service are contained in the following documents:
- ATM Forum document, "ATM User-Network Interface Specification" (Versions 3.0 and 3.1 and UNI Version 4.0). This document may be obtained from:
ATM Forum
2570 West El Camino Real
Suite 304
Mountain View, CA 94040
 - BellSouth Technical Reference 73585, "Asynchronous Transfer Mode (ATM) Network Interface and Performance Specifications". This document may be obtained from:
BellSouth Telecommunications, Inc.
Regional Documentation Coordinator
20th floor
600 North 19th Street
Birmingham, AL 35203
- D. ATM Service, as provided for in this Tariff section, is offered for intraLATA use only.
- E. The regulations and rates specified herein are in addition to the applicable regulations and rates specified in other sections of this and other Tariffs of the Company.
- F. The rates and charges set forth for ATM Service provide for the furnishing of service where suitable facilities are available.
- G. ATM Service is only available when provided in conjunction with Broadband Line Service. Specifications for Broadband Line Service are contained in A40.5 of this Tariff.
- H. ATM Service PVCs may be interconnected with Frame Relay Service subject to the provisions set forth in A40.1.

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A40. FAST PACKET TRANSPORT SERVICES

A40.8 Asynchronous Transfer Mode (ATM) Service (Cont'd)

A40.8.2 Regulations

A. Explanation of Terms

1. Customer Connection to ATM Service

The Customer Connection provides the customer with the standard interface to the ATM Service network. This interface receives the data cells from the customer's network or device and verifies that the addressing and traffic parameters are valid before relaying the cell to the specified destination. Included in the Customer Connection rate element are the customer's termination on the ATM Service switching equipment and the transport from the Serving Area Point to the switching equipment (unless specified otherwise herein). These interfaces connect the ATM Service network with digital facilities operating at transmission speeds of 1.536 Mbps, 44.210 Mbps, 149.760 Mbps or 599.040 Mbps. Unless specifically stated otherwise herein, a customer may have both PVCs and SVCs on the same Customer Connection. Unique ATM Customer Connections operating at transmission speeds of 44.210 Mbps and 149.760 Mbps are available to provide Back-Up Capability as described in A40.8.2.A.22 following.

A Circuit Emulation Customer Connection is available for customer requirements to interwork existing DS1 level services utilizing time division multiplexing (TDM) across public ATM networks.

Customers with ATM Service requirements between 1.536 Mbps and 44.210 Mbps at a single premises may utilize either ATM Customer Connections using Inverse Multiplexing for ATM (IMA) or ATM Subrate T3 Customer Connections to economically serve that location. IMA Customer Connections provide the customer ATM Customer Connections at speeds of 3.072 Mbps, 4.608 Mbps, 6.144 Mbps, 7.680 Mbps, 9.216 Mbps, 10.752 Mbps, and 12.288 Mbps. ATM Subrate T3 Service provides ATM Customer Connections at speeds of 18 Mbps, 24 Mbps, 30 Mbps, and 36 Mbps.

2. ATM Service Network Serving Area

Certain Company Central Offices are designated by the Company as Serving Area Points for the ATM Service Network Serving Area.

A customer accessing the ATM Service network, whose Serving Wire Center is designated a Serving Area Point, requires a Broadband Line-Fast Packet Option (FPO) as described in A40.5 of this Tariff. An ATM Service customer, whose Serving Wire Center is not designated a Serving Area Point, will use a Broadband Line-FPO to the Serving Wire Center, as well as, the Broadband Line Extension-FPO (also described in A40.5) to gain access to the closest designated Serving Area Point. (T)

3. Permanent Virtual Circuit (PVC)

A PVC is a software defined data path transporting data within the ATM Service network between two ATM Customer Connections. This data path, once defined in the network software, does not have to be established again. PVCs are end-to-end, bi-directional channels that are established via the service provisioning process.

4. PVC Service Categories

PVC service categories are established to support the service requirements of various categories of customer applications for ATM PVCs. Four PVC service categories are available. The customer must specify the desired service category for each PVC that is ordered. ATM Service supports the following types of PVC service categories:

- Constant Bit Rate (CBR):** CBR allows for applications where a PVC requires special network timing requirements (i.e., strict PVC cell loss, cell delay and cell delay variation performance). For example, a CBR PVC would be utilized for applications requiring circuit emulation (i.e., a continuously operating logical channel) over ATM Service at transmission speeds comparable to DS1 and DS3. Such applications would include private line like service or voice type service where delays in transmission cannot be tolerated. The customer specifies the bandwidth required for each CBR PVC when it is ordered.
- Variable Bit Rate - Real Time (VBR-RT):** VBR-RT allows for applications where a PVC requires low cell delay variation. For example, VBR-RT would be utilized for applications such as variable bit rate video compression and packet voice and video which are somewhat tolerant of delay. The customer specifies the bandwidth required for each VBR-RT PVC when it is ordered.
- Variable Bit Rate - Non-Real Time (VBR-NRT):** VBR-NRT allows for a PVC that can tolerate larger cell delay variations than VBR-RT. For example, VBR-NRT would be utilized for applications such as data file transfers. The customer specifies the bandwidth required for each VBR-NRT PVC when it is ordered.
- Unspecified Bit Rate (UBR):** UBR allows for a PVC where the user does not require a specific PVC service categories described in a. through c. preceding. For example, UBR would be utilized when the customer seeks a low cost method of transporting bursty data for non-critical applications that can tolerate delay variations. The Company will attempt to deliver all ATM cells received via UBR PVCs; however, network congestion may result in loss of ATM cells.

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A40. FAST PACKET TRANSPORT SERVICES

A40.8 Asynchronous Transfer Mode (ATM) Service (Cont'd)

A40.8.2 Regulations (Cont'd)

A. Explanation of Terms (Cont'd)

5. PVC Traffic Parameters

In accordance with the specifications for ATM Service set forth in the technical publications referenced in A40.8.1.C preceding, each non-UBR type PVC has a set of traffic parameters to describe the characteristics of the information being transmitted. Fixed values for these traffic parameters are derived from the PVC bandwidth specified by the customer for each PVC. These parameters are:

- a. **Peak Cell Rate (PCR)** - The PCR, in cells per second, is an upper bound on the source traffic that can be submitted on an ATM Customer Connection. PCR is a traffic parameter considered for both CBR and VBR service categories.

PCR is the only traffic parameter considered for a CBR PVC; the equivalent bandwidth per CBR PVC equals the PCR, in cells per second, times 0.000424.

PCR is one of three traffic parameters considered for a VBR PVC. For a VBR-RT PVC, PCR is 200 percent of the SCR described following. For a VBR-NRT PVC, unless specified otherwise by the customer, PCR is 400 percent of the SCR described following.

- b. **Sustainable Cell Rate (SCR)** - The SCR, in cells per second, is an upper bound on the conforming average cell rate of an ATM Customer Connection over time.

SCR is a traffic parameter considered only for a VBR PVC. The equivalent bandwidth per VBR-RT PVC is equal to the SCR, in cells per second, times 0.000512. The bandwidth per VBR-NRT PVC is equal to the SCR, in cells per second, times 0.000804.

- c. **Maximum Burst Size (MBS)** - MBS is the maximum number of consecutive cells that may be transmitted at the peak cell rate.

MBS is a traffic parameter considered only for a VBR PVC. For a VBR-RT PVC, the MBS is fixed at 32 cells. For a VBR-NRT PVC, the MBS is fixed at 100 cells.

6. PVC Segment

For ATM Service, the PVC segment defines the logical path between a customer's premises and the ATM Customer Connection on the ATM switch. An ATM PVC segment must be provisioned by the Company via service order activity and remain in place until requested to be removed by the customer. For ATM Service, two PVC segments are mapped together through the ATM switch to create a PVC representing a virtual channel through the ATM network. To allow one customer premises to communicate with another customer premises, two ATM Customer Connections and two PVC segments are required.

7. PVC Segment Bandwidth

A PVC Segment Bandwidth Charge is applicable for each CBR or VBR PVC segment. Such non-UBR PVC equivalent bandwidth represents the ATM Service network resources based on the PVC's traffic parameters. The PVC Segment Bandwidth Charge is derived by multiplying the PVC segment's equivalent bandwidth (calculation following) by the appropriate PVC Segment Bandwidth Charge (expressed in megabits or increments of 64 Kbps as described following).

The following calculations are applicable for determining non-UBR PVC segment bandwidth based upon the PVC service category.

- (a) CBR equivalent bandwidth is equal to the PCR (cells per second) times 0.000424. PCR is equal to increments of 64 Kbps of equivalent bandwidth times 150,943, or megabits of equivalent bandwidth times 2358.491. (T)
- (b) VBR-RT equivalent bandwidth is equal to the SCR (cells per second) times 0.000512. For VBR-RT service, the PCR is fixed at 200 percent of the SCR and the MBS is fixed at 32 cells per second. SCR is equal to increments of 64 Kbps of equivalent bandwidth times 125,000, or megabits of equivalent bandwidth times 1953.125. (T)
- (c) VBR-NRT equivalent bandwidth is equal to the SCR (cells per second) times 0.000804. For VBR-NRT service, the PCR is fixed at 400 percent of the SCR (unless specified otherwise by the customer) and the MBS is fixed at 100 cells. SCR is equal to increments of 64 Kbps of equivalent bandwidth times 79,602, or megabits of equivalent bandwidth times 1243.781. (T)

Where the result from the PVC segment equivalent bandwidth calculation is greater than 1.536 Mbps, the value is expressed in units of megabits and (if a fraction of a megabit) is rounded up to the next whole megabit. This bandwidth is multiplied by the Per Megabit Bandwidth Charge.

Note 1: VBR-NRT equivalent bandwidth, where the PCR to SCR ratio is specified by the customer, is determined using the formula in Section 1.3.4 of BellSouth Technical Reference 73585. 2001

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A40. FAST PACKET TRANSPORT SERVICES

A40.8 Asynchronous Transfer Mode (ATM) Service (Cont'd)

A40.8.2 Regulations (Cont'd)

A. Explanation of Terms (Cont'd)

7. PVC Segment Bandwidth (Cont'd)

Where the result from the PVC segment equivalent bandwidth calculation is less than or equal to 1.536 Mbps, that number should be divided by .064 Mbps to arrive at a quantity of 64 Kbps increments. If the resulting number is not a whole number, it is rounded up to the next whole number and represents the number of 64 Kbps increments that should be utilized in the derivation of the PVC Segment Bandwidth Charge. This bandwidth is multiplied by the Per Increment of 64 Kbps Bandwidth Charge.

The following table illustrates the PVC segment equivalent bandwidth calculation for each non-UBR type PVC with one (1) megabit of bandwidth.

ATM PVC Service Category	Equivalent Bandwidth	Traffic Parameters		
		Peak Cell Rate ¹	Sustainable Cell Rate ¹	Maximum Burst Size ²
CBR	1 Megabit	2,358	N/A	N/A
VBR-RT	1 Megabit	3,906	1,953	32
VBR-NRT	1 Megabit	4,975	1,244	100

(7)

8. Switched Virtual Circuit (SVC)

An SVC is a software defined data path within the ATM Service Network between two ATM Customer Connections that is not permanent, but established on demand by the customer when information transfer is needed and then taken down after the transmission is finished by the customer.

9. SVC Service Categories

SVC service categories are established to support the service requirements of various categories of customer applications for ATM SVCs. The same four service categories are available for SVCs as PVCs (i.e. CBR, VBR-RT, VBR-NRT and UBR). These service categories are described in A40.8.2.A.4 preceding.

10. SVC Traffic Parameters

In accordance with the specifications for ATM Service set forth in the technical publications referenced in A40.8.1.C preceding, each non-UBR SVC has a set of traffic parameters to describe the characteristics of the information being transmitted. The traffic parameters are the same for SVCs as for PVCs; these parameters are described in A40.8.2.A.5 preceding.

11. SVC Bandwidth

SVC Bandwidth is selected by the customer to accommodate the total cumulative SVC bandwidth requirements for the maximum number of simultaneous SVC calls allowed on that Customer Connection. Per SVC bandwidth requirements are determined using the same parameters specified for PVC bandwidth requirements described in Section A40.8.2.A.7.

12. SVC Address

The Company assigns SVC addresses for each Customer Connection requested to transmit and/or receive SVCs. The customer provisions these addresses in his customer premises equipment (CPE). The data path for an SVC is then established on demand via the customer's CPE issuing a call setup request to the ATM switch. The setup request contains the addresses of the two ATM Customer Connections to be connected and SVC traffic contract information. This information allows the ATM switch to establish the end-to-end, bi-directional virtual circuit between the specified addresses with the appropriate bandwidth and service quality information necessary to support the customer's application. The SVC is disconnected when the customer's CPE signals a release to the ATM switch.

Note 1: Cells per second.

Note 2: Cells.

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SECTION 9 (1)

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A40. FAST PACKET TRANSPORT SERVICES

A40.8 Asynchronous Transfer Mode (ATM) Service (Cont'd)

A40.8.2 Regulations (Cont'd)

A. Explanation of Terms (Cont'd)

13. SVC Traffic Contract Information

Traffic contract information provided by the customer's CPE within each SVC setup consists of four major components: the SVC Service Category, the SVC Connection Traffic Descriptor, the SVC Conformance Definition and SVC Compliant Connection Definition.

- SVC Service Category:

Service categories for SVCs are the same as described for PVC's in A40.8.2.A.4 preceding (CBR, VBR-RT, VBR-NRT and UBR).

- SVC Connection Traffic Descriptor:

This data identifies the rates of cell traffic to be expected with that SVC, i.e., the SVC traffic parameters are sustainable cell rate, peak cell rate and maximum burst size. The determination of SVC traffic parameters is identical to the determination of PVC traffic parameters as described in A40.8.2.A.5 preceding.

- SVC Conformance Definition:

This data identifies how the ATM network manages the user traffic to ensure that this SVCs traffic parameters are not exceeded.

- SVC Compliant Connection Definition:

This data determines the degree of tolerance that is afforded to a given SVC's non-conformity before it is considered non-compliant.

14. SVC Bundles

ATM SVCs are offered in bundles of 5 SVCs as a rate element. For each bundle of 5 SVCs, a customer may have 5 simultaneous SVC calls. The customer determines the total maximum number of simultaneous SVC calls that will be required over his Customer Connection and selects the number of bundles which will meet this need.

15. SVC Point-to-Point and Point-to-Multipoint Capability

SVCs can be either point-to-point or point-to-multipoint connections.

- A point-to-point SVC connects two ATM SVC addresses and is bi-directional.

- A point-to-multipoint SVC connects a single originating SVC address to multiple destination SVC addresses and is unidirectional (permitting only the originating SVC address to transmit and the destination SVC addresses to receive). The originating SVC address specifies the destination addresses for each specific SVC connection. All cell replication is done within the ATM Service network. The customer's CPE must be capable of initiating point-to-multipoint connections.

16. SVC Closed User Group (CUG)

A SVC Closed User Group (CUG) may be established by an ATM customer in association with Customer Connections capable of transmitting SVCs. A CUG will restrict the requested SVC addresses to communicate with only the other ATM SVC addresses identified within its CUG; this precludes any SVC address to transmit or receive SVCs to/from any other SVC address not identified as a part of the CUG. An individual Customer Connection equipped for SVCs may be a part of more than one CUG.

17. ATM Circuit Emulation Service

ATM Circuit Emulation Service allows the interworking of ATM Service with time division multiplexing (TDM) services at a DS1 level. ATM Circuit Emulation allows the encapsulation of DS1 level TDM Service into ATM cells by using AAL1 adaptation. (Adaptation defines how higher layer information such as voice, data and video are placed in the payload of the 53-byte ATM cells.) ATM Circuit Emulation Service is provided to emulate a structured or unstructured DS1 service; when provided to emulate a structured DS1, service may be requested with or without Channel Associated Signaling (CAS).

18. ATM Customer Connection Using Inverse Multiplexing for ATM Service (IMA)

A customer requiring more ATM bandwidth than 1.536 Mbps but less than 44.210 Mbps, can economically utilize IMA to achieve ATM speeds in multiples of 1.536 Mbps and thereby avoid subscribing to a 44.210 Mbps Customer Connection. IMA is a physical layer technology in which a high-speed cell stream is broken down and transported across multiple 1.536 Mbps links, then reconstructed back into the original stream at the ATM switch or other associated ATM equipment. IMA Customer Connections are available at speeds in multiples of 1.536 Mbps (in multiples from 2 through 8) which results in ATM Customer Connections of 3.072 Mbps, 4.608 Mbps, 6.144 Mbps, 7.680 Mbps, 9.216 Mbps, 10.752 Mbps, and 12.288 Mbps.

A40. FAST PACKET TRANSPORT SERVICES

A40.8 Asynchronous Transfer Mode (ATM) Service (Cont'd)

A40.8.2 Regulations (Cont'd)

A. Explanation of Terms (Cont'd)

19. Feature Change Charge

A Feature Change Charge is a nonrecurring charge which applies whenever a change is made (at the customer's request) to add or change ATM service as specified in A40.8.2.C.1.e. following.

20. Serving Area Point (SAP)

A Serving Area Point (SAP) is a Company Central Office that is designated as a member of the ATM Service Network Serving Area. (See the explanation of ATM Service Network Serving Area preceding.)

21. Oversubscription

A customer may establish multiple virtual circuits (VCs, which are PVCs and/or SVCs) on an ATM Service Customer Connection.¹ VCs with a VBR service category are eligible to subscribe to more than the available equivalent bandwidth on the Customer Connection after bandwidth for CBR is assigned. This is called oversubscription. This allows the customer to take advantage of the fact that not all of these VCs will be active simultaneously. However, the network's apparent performance will be degraded if the customer attempts to make use of this overbooked commitment (or oversubscription) beyond the capacity of the ATM Service Customer Connection. In the worst case, attempts to fully utilize such overbooked commitment may appear to the customer as network unavailability.

The amount of oversubscription (expressed as a percentage) for a Customer Connection will be determined by:

Sum of VBR equivalent bandwidths

Customer Connection speed – sum of CBR equivalent bandwidths times 100

In order to qualify for Network Service Level Agreements (SLAs) (as specified in B.6. following), an ATM service Customer Connection may only oversubscribe PVC VBR bandwidth up to 200% according to the specific formula below, which also seeks to exclude SVC bandwidth from the total available bandwidth. In the event the customer exceeds this oversubscription limit, Network SLA credits will not be issued. The customer then must either upgrade their ATM Service Customer Connection speed or subscribe to an additional Customer Connection(s) to remain less than or equal to the 200% oversubscription limit to qualify for future Network SLA crediting.

Sum of PVC VBR equivalent bandwidths

Customer Connection speed – SVC bandwidth – sum of CBR equivalent bandwidths times 100

22. Back-Up Capability

Back-Up Capability is available on an optional basis (via unique Back-Up Customer Connections with transmission speeds of either 44.210 Mbps or 149.760 Mbps) and provides the customer with the ability to have a back-up logical port configured to his PVC service needs in the event that the customer's primary connection at 44.210 Mbps or 149.760 Mbps is disabled. A Back-Up Customer Connection utilizes a Broadband Line (with Broadband Line Extension Service, as appropriate). Both the Back-Up Customer Connection and its associated Broadband Line Service are specifically dedicated to providing back-up service and remain idle except when being utilized for back-up purposes.

(T)

Note 1: The maximum VBR oversubscription allowed on a Subrate T3 Customer Connection (any speed) is 200%.

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EFFECTIVE: April 29, 2003

A40. FAST PACKET TRANSPORT SERVICES

A40.8 Asynchronous Transfer Mode (ATM) Service (Cont'd)

A40.8.2 Regulations (Cont'd)

A. Explanation of Terms (Cont'd)

22. Back-Up Capability (Cont'd)

The customer must prearrange with the Company which primary Customer Connections(s) may be directed to a specific Back-Up Customer Connection so that the necessary work is done by the Company which is required prior to back-up capability being possible. An ATM Customer Connection so identified which may be redirected in the event of a failure is referred to as a back-up enabled primary Customer Connection, or referred to herein as simply the primary Customer Connection. An ATM primary Customer Connection may only utilize an ATM Back-Up Customer Connection. A primary Customer Connection must be in the same ATM Network Serving Area as its Back-Up Customer Connection. A primary Customer Connection may have only one Back-Up Customer Connection identified. A Back-Up Customer Connection may serve as the back-up for more than one primary Customer Connection; however, a Back-Up Customer Connection may only be actively in use with one primary Customer Connection at any given time. The Back-Up Customer Connection must be the same size as the customer's largest primary Customer Connection.

The Back-Up Customer Connection is manually activated by the Company when the customer requests service from a primary Customer Connection to be redirected to its pre-identified Back-Up Customer Connection. All PVCs associated with the primary Customer Connection are rerouted to the Back-Up Customer Connection¹. As a technical limitation, Back-Up Capability does not function in association with SVCs; if a primary Customer Connection with both PVCs and SVCs is redirected to its Back-Up Customer Connection, only the PVCs will be redirected and operational.

A Back-Up Customer Connection is not eligible for Network Service Level Agreements (SLAs) specified in B.6. following.

B. Basis of Offering


1. Detailed monthly billing is not provided.
2. Suspension of service is not allowed.
3. Obligations of Customer and Company
 - a. The Company is not responsible for the installation, operation, or maintenance of any equipment provided by the customer.
 - b. The customer is responsible for the provision and maintenance of all Customer Provided Equipment (CPE) and to ensure that the operating characteristics of this equipment are compatible with and do not interfere with the service offered by the Company.
 - c. The maximum number of virtual channels (PVC segments plus simultaneous SVCs) allowed per Customer Connection are specified in BellSouth Technical Reference 73585.
4. In order to maintain the quality of ATM Service, the Company reserves the right to perform preventive maintenance and software updates to the network. This could result in ATM Service being unavailable during the time period between 2:00 A.M. and 4:00 A.M. Eastern Time on any given Monday or Sunday morning. However, the Company expects only to utilize this maintenance window for any given switch on the average of once a quarter. In addition, the Company will make every reasonable effort to provide advance notice to those customers likely to be severely affected by such maintenance work. This maintenance window may be adjusted by the Company upon written notice to the customer.
5. The minimum service period is 12 months.

Note 1: To appropriately provision new PVCs ordered subsequent to a primary Customer Connection being enabled for Back-Up Capability, subsequent orders for PVCs should specify that the PVCs are being requested in association with a primary Customer Connection.

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A40. FAST PACKET TRANSPORT SERVICES

A40.8 Asynchronous Transfer Mode (ATM) Service (Cont'd)

A40.8.2 Regulations (Cont'd)

B. Basis of Offering (Cont'd)

6. Service Level Agreement

ATM Service includes Service Level Agreements (SLAs) which specify the Company's provisioning, repair and performance commitments for ATM Service in specific areas. Provisioning and repair commitments are measured on a per occurrence basis. Network service level commitments are monthly performance measurements. The following service measurements will outline the service levels that the Company will deliver to its ATM customers.

Provisioning and Repair:

- ATM Installation Interval
- ATM Time-To-Repair

Network Service Levels:

- ATM Network Availability
- ATM Cell Loss Ratio
- ATM Cell Delivery Rate

Service Level Commitments will define ATM Service measurements that the Company agrees to provide every customer. If the Company fails to meet a Service Level Commitment, the customer is eligible for a SLA credit. Credits for missed Network Service Level Commitments will only be available to customers subscribing to the Gold Package in Customer Network Management from A40.12 of this Tariff. Billing credits which may apply if the Company does not meet the objectives associated with these stated SLAs (specifically covering rates for ATM Service and associated Broadband Line Service from Section A40. of this tariff) are provided as set forth in c. following. Credits only apply for portions of service supplied by the Company.

(T)

a. SLA Service Level Commitments

The Company's Service Level Commitments for ATM Service are as follows:

- ATM Installation Interval - Standard Interval
- ATM Time-To-Repair on customer sites within the ATM Network Serving Area - 4 hours
- ATM Network Availability on a customer's network within the ATM Network Serving Area - 99.9%
- ATM Cell Loss Ratio - 1%
- ATM Cell Delivery Rate with CBR Class of Service - 99.99%
- ATM Cell Delivery Rate with VBR real-time Class of Service - 99.9%
- ATM Cell Delivery Rate with VBR non real-time Class of Service - 99.5%

b. SLA Restrictions

The Company will implement SLA provisioning restrictions that will define customer network design requirements and limitations to BellSouth's commitment to meet Service Levels for ATM Service. Customer network design requirements are intended to limit or negate BellSouth's obligation to provide SLA credits when the customer has under-engineered their BellSouth ATM network. The customer network design requirements are as follows:

- the customer's network must have a minimum of 10 customer connections for the Company to provide SLA credits.
- The total VBR equivalent bandwidth on all PVCs (after the CBR bandwidth is subtracted) carried by any of the customer's ATM Customer Connections may not be greater than 200% of the Customer Connection speed (oversubscription).
- A customer must be subscribing to the Gold Package in Customer Network Management (CNM) from A40.12 to receive credits for missed Network Service Level Commitments. Customer Connections at both ends of a PVC must have the CNM Gold Package or equivalent. In the event only one end of a PVC is ordered from this Tariff, credits will only be issued for the rate elements ordered from this Tariff.

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A40. FAST PACKET TRANSPORT SERVICES

A40.8 Asynchronous Transfer Mode (ATM) Service (Cont'd)

A40.8.2 Regulations (Cont'd)

B. Basis of Offering (Cont'd)

6. Service Level Agreement (Cont'd)

b. SLA Restrictions (Cont'd)

SLA credits do not apply when any stated objective is not met because the Company does not have control over the circumstances causing the objective to be missed. Situations over which the Company does not have control can be defined as, but not limited to, the following:

- any act, any omission or negligence on the part of the customer, any other customer or any third party, or of any other entity providing a portion of the service, (M)
- labor difficulties, governmental orders, civil commotions, declared National Emergencies, criminal actions against the Company, acts of God, war, or other circumstances beyond the Company's control, (M)
- the customer's premises equipment, (M)
- unavailability of the customer's facilities and/or equipment, *and* (T)(M)
- customer oversubscription of ATM Service Customer Connections. (N)

SLA commitments only apply for service wholly within Company territory. SLA commitments will not apply for circuits which are part of a jointly provided service. SLA commitments do not apply for service provided by other telephone companies concurring in the rates and regulations of the Company. (M)

The customer must request a credit within one calendar month of the Company missing an ATM Service Level Commitment. *The Company will investigate customer requests for any SLA credits to determine the cause of any performance failures reported by the customer. The Company will investigate the customer's request over a period of up to 45 calendar days. The 45-day period will begin when the customer makes the request for credit with their BellSouth Sales Representative.* SLA credits will be provided to the customer if the Company determines that they had control over the circumstances causing the failure. *If the Company determines that these failures are the result of oversubscription of ATM Service Customer Connections, the Company will provide the customer with the reports documenting the oversubscription and Network SLA credits will not be issued. The customer will be required to upgrade their ATM Service Customer Connections or no future SLA credits will be allowed on that ATM Service Customer Connection(s).* (M)(C)

When a customer requests a SLA credit for ATM Network Availability, all requests for a calendar month must be submitted at the same time. For example, the customer receives a SLA report on May 1st providing a report on April performance. Any requests for Network Availability SLA credits on Customer Connections for the month of April must all be submitted together. (N)

c. SLA Credits for ATM Service Level Commitments

The following credits will apply when the Company misses a Service Level Commitment (each credit is described in (1) thru (5) following): (T)

- ATM Installation Interval – Credit non-recurring installation charge paid by the customer
- ATM Time-To-Repair – Credit one day of Monthly Recurring Charge (MRC)
- ATM Network Availability – Credit one day of MRC (N)
- ATM Cell Loss Ratio – Credit MRC (N)
- ATM Cell Delivery Rate – Credit MRC (N)

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SECTION 9 (1)

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BELLSOUTH
TELECOMMUNICATIONS, INC.
KENTUCKY
ISSUED: July 8, 2003
BY: E.C. Roberts, Jr., President - KY
Louisville, Kentucky

GENERAL SUBSCRIBER SERVICES TARIFF

PSC KY. TARIFF 2A
First Revised Page 4.8.4.5
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A40. FAST PACKET TRANSPORT SERVICES

A40.8 Asynchronous Transfer Mode (ATM) Service (Cont'd)

A40.8.2 Regulations (Cont'd)

B. Basis of Offering (Cont'd)

6. Service Level Agreement (Cont'd)

c. SLA Credits for ATM Service Level Commitments (Cont'd)

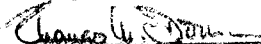
The SLA credit amount will be determined by applying the credits outlined above to the rate elements or total billed revenues specified following.

- (1) ATM Installation Interval Credit - this credit will only apply to the installation or upgrade of an ATM Customer Connection. The credit will be equal to the nonrecurring installation charge for the Customer Connection, Broadband Line and Broadband Line Extension. The credit will not apply to expedited installations or to installations where no facility and/or switch exist. If on the due date the customer is not ready or in a case where another of the customer's service providers (including the customer's provider of customer premises equipment, interexchange service, or other local service provider) is not ready, the Company is not liable for missing the due date and SLA credits do not apply. (T)
- (2) ATM Time-To-Repair Credit - this credit will require that the customer report the problem to the BellSouth Repair Center. The repair interval will start with the time entered on the trouble ticket. The Service Level Commitment measurement will be based on each individual trouble ticket for a Customer Connection. Multiple trouble tickets on the same day for the same Customer Connection will only be eligible for one time-to-repair credit. The credit will be one day of the MRC for the Customer Connection and Broadband Line. Credits on any individual Customer Connection for a calendar month cannot exceed the MRC for the Customer Connection and Broadband Line. (T)
- (3) ATM Network Availability - this credit will apply in the event that the measurement for the customer's network is missed. The credit will then be for each ATM Customer Connection which does not meet the 99.9% availability commitment. The credit will be one day of the MRC of the ATM Customer Connection and the Broadband Line. The unavailability of a Customer Connection will be calculated from the trouble tickets submitted for the Customer Connection. The unavailability of a customer's network will be calculated from the trouble tickets submitted for each Customer Connection within the customer's network. The Service Level Commitment will be calculated by first subtracting the unavailable time from the total available time for a particular calendar month and then dividing it by the total available time. Included in available time are scheduled maintenance windows and time the network was unavailable due to circumstances outside the Company's control. (T)
- (4) ATM Cell Loss Ratio - measurement will be on each ATM PVC. The credit will be equal to the MRC for the PVC Segment Charge of the VPI/VCi pair making up the PVC.
- (5) ATM Cell Delivery Rate - measurement will be on each ATM PVC. The credit will be equal to the MRC for the PVC Segment Charge of the VPI/VCi pair making up the PVC.

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A40. FAST PACKET TRANSPORT SERVICES

A40.8 Asynchronous Transfer Mode (ATM) Service (Cont'd)

A40.8.2 Regulations (Cont'd)

C. Provision of Service

1. Rates and charges contained in this Section of the Tariff consist of the following elements:

a. Customer Connection to ATM Service

- (1) The ATM Customer Connection rate element includes the termination on the ATM switching equipment and the transport from ATM Serving Area Points to that switch (unless specified otherwise herein). A minimum of one Customer Connection is required per customer to subscribe to ATM Service. (T)

Rates for the following ATM Customer Connections at speeds of 1.536 Mbps, IMA, Subrate T3 and 44.210 Mbps are flat rated based upon the average airline distance of ATM Serving Area Points from the ATM switch within a Network Serving Area: 1.536 Mbps (including Circuit Emulation¹), 3.072 Mbps, 4.608 Mbps, 6.144 Mbps, 7.680 Mbps, 9.216 Mbps, 10.752 Mbps, 12.288 Mbps, 18 Mbps, 24 Mbps, 30 Mbps, 36 Mbps and 44.210 Mbps.

Rates for an ATM Customer Connection at speeds of 149.760 Mbps and 599.040 Mbps may include two components. A fixed charge applies per 149.760 Mbps or 599.040 Mbps ATM Customer Connection. In addition, a Per Mile Charge applies if the ATM switch is not located in the customer's Serving Wire Center. Airline distance will be calculated from the customer's Serving Area Point to the Company Central Office where the ATM switch is located within that Network Serving Area. Fractions of miles will be rounded up to the nearest whole mile.

- (2) The unique Back-Up Customer Connection rate elements provided at 44.210 Mbps and 149.760 Mbps are structured the same as standard ATM Customer Connections for those same transmission speeds as described in (1) preceding. (N)

b. PVC Feature Charges

PVC Feature Charges are required to establish PVC connections across the ATM network.

- (1) PVC Segment Charge - A PVC Segment Charge applies for each PVC segment established over a Customer Connection. A PVC Segment Charge is applicable under all ATM PVC service categories.
- (2) PVC Segment Bandwidth Charge - A PVC Segment Bandwidth Charge is required per PVC segment established under the CBR or VBR PVC service category (but is not applicable to UBR PVCs). PVC bandwidth represents ATM Service network resources required for the non-UBR PVC and is based on the non-UBR PVC's traffic parameters (i.e., PCR, SCR, and MBS). The total charge for this rate element per segment is determined by multiplying the non-UBR PVC segment bandwidth by the PVC Segment Bandwidth Charge, either Per Megabit or Per Increment of 64 Kbps (as appropriate per A40.8.2.A.7.).
- (3) UBR Service Activation Charge - A UBR Service Activation Charge is applicable for each Customer Connection over which UBR PVCs will traverse. One charge is applicable per Customer Connection regardless of how many UBR PVCs will traverse that Customer Connection.

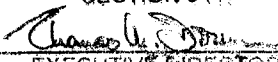
c. Inter-Network Serving Area Link PVC Feature Charges (Refer to A40.8.2.C.4.b following.)

Note 1: The Unstructured Circuit Emulation - PRI over ATM Customer Connection is flat rated; however, specific charges apply as set forth in A40.8.2.C.7.a.(1) for mileage between the ATM switch providing circuit emulation capability and the BellSouth® Primary Rate ISDN switch. (M)

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A40. FAST PACKET TRANSPORT SERVICES

A40.8 Asynchronous Transfer Mode (ATM) Service (Cont'd)

A40.8.2 Regulations (Cont'd)

C. Provision of Service (Cont'd)

1. Rates and Charges contained in this Section of the Tariff consist of the following elements: (Cont'd)

d. SVC Feature Charges

SVC Feature Charges are required to enable Customer Connections to establish SVC connections across the ATM network. (M)

(1) SVC Service Activation Charge - The SVC Service Activation Charge applies per Customer Connection, which is requested to be enabled to transmit and/or receive SVCs. (M)

(2) SVC Bundles - For each Customer Connection activated for SVCs, the customer must determine the maximum number of simultaneous SVC calls that Customer Connection should be sized to accommodate. The rate element for an SVC Bundle provides the capability for up to 5 simultaneous SVC calls. The customer determines how many bundles, or increments of 5 simultaneous SVC calls, are required for each Customer Connection. Where less than 5 simultaneous SVC calls are required, the customer is required to purchase a minimum of one bundle. (M)

(3) SVC Bandwidth - For each Customer Connection activated for SVCs, the customer must determine the bandwidth required to accommodate the total volume of simultaneous SVC calls, or total number of SVC bundles, selected for each Customer Connection. Bandwidth represents the ATM Service network resources that will be utilized for that Customer Connection based upon its total SVCs' traffic parameters. (M)

Where the bandwidth required per Customer Connection activated for SVCs is greater than 1.536 Mbps, the SVC bandwidth value is expressed in units of megabits and (if a fraction of a megabit) is rounded up to the next whole megabit. This bandwidth is multiplied by the SVC Per Megabit Bandwidth Charge. (M)

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A40. FAST PACKET TRANSPORT SERVICES

A40.8 Asynchronous Transfer Mode (ATM) Service (Cont'd)

A40.8.2 Regulations (Cont'd)

C. Provision of Service (Cont'd)

d. SVC Feature Charges (Cont'd)

(3) (Cont'd)

Where the bandwidth required per Customer Connection activated for SVCs is less than or equal to 1.536 Mbps, that number should be divided by .064 Mbps to arrive at a quantity of 64 Kbps increments. If the resulting number is not a whole number, it is rounded up to the next whole number and represents the number of 64 Kbps increments that should be utilized in the derivation of the SVC Bandwidth Charge. This bandwidth is multiplied by the SVC Per Increment of 64 Kbps Bandwidth Charge.

(4) SVC Closed User Group (CUG)

Nonrecurring charges apply for each customer requested CUG.

A Per Group nonrecurring charge applies per CUG at the time of initial establishment of that CUG. A Feature Change Charge is applicable for each subsequent request to change the parameters of an existing CUG; the Per Group nonrecurring charge is not applicable for such requests.

A Per Entry nonrecurring charge applies per SVC Address (on an ATM SVC Customer Connection enabled for SVC capability) which is requested by the customer to be included in a CUG. The Per Entry nonrecurring charge applies for each SVC Address requested to be included in a CUG at the time the CUG is established. The Per Entry nonrecurring charge also applies for each SVC Address requested to be included in an already established CUG.¹

Customer requests to change an SVC Address from being included in one CUG to another CUG shall be treated as a disconnect from the CUG the SVC Address is deleted from (at no charge) and as a new entry to the other CUG (where a Per Entry nonrecurring charge shall be applicable.¹)

e. Feature Change Charge

A Feature Change Charge applies for a customer request to change an existing ATM Service PVC feature from A40.8.3.B. and C. for which there is no nonrecurring charge. One Feature Change Charge applies per service order to perform the work requested by the customer. (Examples: A Feature Change Charge applies when a customer requests a change in the PVC segment bandwidth required on an existing non-UBR PVC. A Feature Change Charge applies when a customer requests that UBR Service Activation be added to an existing ATM Customer Connection which currently is not activated to carry UBR PVCs if the request does not also include an order for a UBR PVC Segment which carries a nonrecurring charge. A customer request to change the service category of an existing CBR PVC to a VBR-RT PVC would not involve a Feature Change Charge but would be treated as a disconnect of the CBR PVC and a new request for a VBR-RT PVC for which there is a nonrecurring charge.)

Only one Feature Change Charge applies per customer request that involves changes to multiple existing PVCs of the same PVC service category that are provisioned out of the same ATM switch. (For example, one Feature Change Charge would apply per customer request to change the PVC segment bandwidth associated with two existing CBR PVCs provisioned out of the same ATM switch.)

A Feature Change Charge applies for a customer request to increase or decrease the quantity of SVC Bundles² and/or SVC Bandwidth associated with an existing ATM Customer Connection equipped with SVCs. One Feature Change Charge applies per service order required to perform the work requested by the customer.

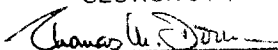
A Feature Change Charge applies for a customer request to change the parameters on an existing SVC CUG.

2. Certain Company Central Offices are designated by the Company as Serving Area Points (SAPs) for the ATM Service Network Serving Area. A customer accessing the ATM Service network, whose Serving Wire Center is designated a SAP, will only require a Broadband Line-FPO as described in A40.5 of this Tariff. An ATM Service customer, whose Serving Wire Center is not designated a SAP, will require a Broadband Line-FPO to the Serving Wire Center as well as a Broadband Line Extension-FPO (also described in A40.5) to gain access to the closest designated SAP.
3. Charges for installing ATM Service are included in the respective nonrecurring charges specified herein. Service Charges from Section A4. of this Tariff are not applicable for installing such services. Charges applicable for customer requested change of service installation due date and cancellation of service installation are as specified in A40.9 following.

Note 1: The application of a Feature Change Charge is not required for such requests.

Note 2: The nonrecurring charge per SVC Bundle applies for each additional SVC Bundle requested.

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A40. FAST PACKET TRANSPORT SERVICES

A40.8 Asynchronous Transfer Mode (ATM) Service (Cont'd)

A40.8.2 Regulations (Cont'd)

C. Provision of Service (Cont'd)

4. Should a customer, having locations in more than one Company ATM Network Serving Area within a LATA, desire to send PVC data traffic between these locations, the customer can interconnect these locations through the following two options:

a. Dedicated Connection:

The customer subscribes to additional Customer Connections (in each Network Serving Area) which are enabled to support inter-serving area connectivity and Broadband Line Extension-FPOs to connect them. These additional rate elements will be used solely to transport this customer's data traffic between affected ATM Network Serving Areas. PVC and SVC Feature Charges apply for VCs through each connection except when these connections have been specifically requested by the customer to be provisioned as customer specific trunks. (T)

b. Shared Connection:

The Company may establish facilities between ATM Service switching equipment in different Network Serving Areas in the same LATA and may allow customers to share bandwidth on these facilities; where these shared facilities are available to customers, a shared connection is an option. The customer must establish one or more Inter-Network Serving Area Links (INSAL) that extend between ATM switches.

- (1) Where the customer wishes to extend PVC Service, one PVC exists between both customer premises through each link. Charges for the PVC Inter-Network Serving Area Link are applied as follows:

- the PVC Inter-Network Serving Area Link Establishment is charged at each end of the link per PVC,
- for CBR or VBR PVCs, the appropriate PVC Inter-Network Serving Area Link PVC Bandwidth Charge is applicable for each end of the link per PVC; for UBR PVCs, an Inter-Network Serving Area UBR PVC Service Activation Charge applies per PVC for each end of the link, and
- no additional PVC Segment Charges apply.

5. In some cases, the Company and another Incumbent Local Exchange Company that offers ATM technology will jointly connect ATM switching equipment within a LATA to provide customers the ability to interconnect their locations served by the different companies. In order to utilize the Company's portion of this jointly provided shared connection for PVC traffic, the customer must subscribe to one end of a PVC Inter-Network Serving Area Link with either an Inter-Network Serving Area Link PVC Bandwidth Charge (per CBR or VBR PVC) or a PVC Inter-Network Serving Area Link UBR Service Activation Charge (per UBR PVC).
6. For customer locations within BellSouth LATAs served by an Incumbent Local Exchange Company other than BellSouth, the appropriate ATM Customer Connection charge for mileage associated with transmission speeds of 149.760 Mbps and 599.040 Mbps will be determined by using the airline distance from the switch location to the Company central office within the ATM Network Serving Area which is the closest designated SAP.
7. Circuit Emulation Service provides for the emulation of a time division multiplexed (TDM) DS1 circuit through the ATM network so that the customer may interwork TDM services with their ATM Service. The customer is responsible for the appropriate charges for such TDM services from other tariffs in addition to the charges specified herein for ATM Service.

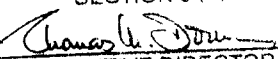
An Unstructured versus Structured Circuit Emulation Customer Connection is selected based upon the customer's specific DS1 needs to respectively interwork an unstructured versus structured DS1 TDM service with ATM Service.

Note 1: The mileage utilized to determine the Broadband Line Extension associated with a Dedicated Connection at speeds equal to or less than 44.210 Mbps is measured from Serving Area Point to Serving Area Point between the two involved Network Serving Areas. The mileage utilized to determine the Broadband Line Extension associated with a Dedicated Connection at speeds of 149.760 Mbps or 599.040 Mbps is measured between the serving wire centers in each Network Serving Area where the ATM switches are located. (T)

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A40. FAST PACKET TRANSPORT SERVICES

A40.8 Asynchronous Transfer Mode (ATM) Service (Cont'd)

A40.8.2 Regulations (Cont'd)

C. Provision of Service (Cont'd)

7. (Cont'd)

- a. An Unstructured Circuit Emulation Customer Connection accepts the termination of a full DS1 TDM bit stream.

- (1) A unique Unstructured Circuit Emulation Customer Connection is provided to accept the termination of a full DS1 TDM bit stream from a BellSouth® Primary Rate ISDN Service. One Unstructured Circuit Emulation Customer Connection - PRI over ATM rate element is required per BellSouth® Primary Rate ISDN Interface. One ATM CBR PVC Segment with 2 Megabits of CBR PVC Segment Bandwidth shall apply in association with the service originating from each BellSouth® Primary Rate ISDN Interface to the ATM Switch. (Additionally, the standard tariff charges apply for the corresponding 2 Megabit ATM CBR PVC Segment to which this is mapped within the ATM switch, which is requested on the ATM Customer Connection associated with the customer's premises.)

Appropriate rate elements for the BellSouth® Primary Rate ISDN Service when so terminated in ATM Service are as set forth in A42.3. Only BellSouth® Primary Rate ISDN Service provided from a central office which is a Serving Area Point within the same ATM Service Network Serving Area as the customer premises to which the service is to be transported may utilize this option. If the ATM switch used to provide the circuit emulation capability for the BellSouth® Primary Rate ISDN Service is not in the same central office as the Primary Rate ISDN switch, interoffice mileage charges from the BellSouth® Primary Rate ISDN Service tariff shall apply between these two switch central offices.

The ATM Customer Connection (associated with the customer premises) to which the PVC segment associated with the Unstructured Circuit Emulation Customer Connection - PRI over ATM may be mapped must be a transmission speed of Subrate T3 or higher in order to accept the 2 Megabit CBR PVC associated with this service.

The PVC Segment associated with the Unstructured Circuit Emulation Customer Connection - PRI over ATM may only be mapped to a PVC Segment associated with a local ATM Service Customer Connection whose service terminates to a premises within the same LATA as the BellSouth® Primary Rate ISDN Service switch. The provision of the BellSouth® Primary Rate ISDN Service (via the Unstructured Circuit Emulation Customer Connection - PRI over ATM) to the premises associated with the local ATM Service Customer Connection must be in accordance with all regulations governing the provisioning of local exchange service via BellSouth® Primary Rate ISDN Service.


- (2) An Unstructured Circuit Emulation Customer Connection is provided to accept the termination of a full DS1 TDM bit stream from the customer's premises through a 1.536 Mbps Broadband Line Service. One Unstructured Circuit Emulation Customer Connection - Other TDM over ATM is required per such DS1 TDM service. One ATM CBR PVC Segment with 2 Megabits of CBR PVC Segment Bandwidth shall apply in association with the service originating from the TDM premises to the ATM Switch. Additionally, the standard tariff charges apply for the corresponding 2 Megabit ATM CBR PVC Segment to which this is mapped within the ATM switch; the associated ATM Customer Connection must be a transmission speed or type which can accept the 2 Megabit CBR PVC.

(T)

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A40. FAST PACKET TRANSPORT SERVICES

A40.8 Asynchronous Transfer Mode (ATM) Service (Cont'd)

A40.8.2 Regulations (Cont'd)

C. Provision of Service (Cont'd)

7. (Cont'd)

- b. A Structured Circuit Emulation Customer Connection accepts up to 24 DS0 terminations from a channelized DS1 bit stream(s) from the customer (e.g., MegaLink® Service with MegaLink® Channel Service). Where MegaLink® Service is used, the customer is responsible for paying the appropriate charges for MegaLink® Service and MegaLink® Channel Service. MegaLink® Channel Service Broadband Line Service Feature Activation Charges apply for each DS0 termination to be directed to the Structured Circuit Emulation Customer Connection. The customer specifies the desired grouping of such DS0 terminations into ATM PVCs. An ATM CBR PVC Segment and Bandwidth Charges¹ apply for each PVC requested in association with the service originating from the TDM premises to the ATM Switch. Additionally, the standard tariff charges apply for the corresponding ATM CBR PVC Segments to which these are mapped within the ATM switch. (T)

A Structured Circuit Emulation Customer Connection is available with or without Channel Associated Signaling (CAS)² and is specified by the customer when service is ordered. CAS is necessary to support channelized DS1 TDM applications requiring DS1 Robbed Bit Signaling support.

8. A customer requiring connectivity to ATM Service greater than 1.536 Mbps but less than 44.210 Mbps may select ATM Service Customer Connections Using IMA. An IMA Customer Connection allows the customer to select an ATM Customer Connection at a speed that is a multiple (in multiples from 2 through 8) of 1.536 Mbps service. IMA Customer Connections are available at speeds of 3.072 Mbps, 4.608 Mbps, 6.144 Mbps, 7.680 Mbps, 9.216 Mbps, 10.752 Mbps, and 12.288 Mbps.

To access an IMA Customer Connection, the customer subscribes to the appropriate quantity of 1.536 Mbps Broadband Lines and Broadband Line Extensions to equal the bandwidth of the IMA Customer Connection. A reference chart is provided in A40.5.3.A.3. (T)

9. The appropriate nonrecurring charges for an existing IMA Customer Connection to be changed to another speed of IMA Customer Connection shall be the appropriate nonrecurring charges from Section A40.5 for any additional Broadband Line Service plus the full nonrecurring charges from Section A40.8 for the new speed IMA Customer Connection requested and any associated PVC Features. (T)

10. A customer requiring connectivity to ATM Service greater than 1.536 Mbps but less than 44.210 Mbps may select an ATM Subrate T3 Customer Connection. ATM Subrate T3 Customer Connections are available at speeds of 18 Mbps, 24 Mbps, 30 Mbps and 36 Mbps.

Several technical limitations exist in association with the provisioning of ATM Subrate T3 Service. An ATM Subrate T3 Customer Connection is provisioned utilizing 44.210 Mbps of transport bandwidth (e.g., a 44.210 Mbps Broadband Line Service); no other service(s) may utilize the remaining bandwidth. While an ATM Subrate T3 Customer Connection can simultaneously support both PVCs and SVCs, bandwidth reserved for SVCs is not available for use by PVCs (and vice versa). UBR PVCs and UBR SVCs are not allowed on an ATM Subrate T3 Customer Connection. (T)

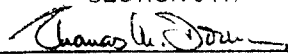
Note 1: PVC Segment Bandwidth charges shall be based upon the equivalent bandwidth required for each PVC requested. The transport of TDM service as ATM Circuit Emulation Service requires additional overhead. Consequently, the bandwidth required for a given PVC will be greater than the sum of the DS0 TDM bandwidth. For example, the PVC resulting from a single DS0 TDM bit stream of 64 Kbps will be greater than 64 Kbps as a result of the equivalent bandwidth required for overhead and will require two Increments of 64 Kbps Bandwidth per CBR PVC Segment.

Note 2: However, Channel Associated Signaling (CAS) may not be available at all ATM switch locations.

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EXECUTIVE DIRECTOR

A40. FAST PACKET TRANSPORT SERVICES

A40.8 Asynchronous Transfer Mode (ATM) Service (Cont'd)

A40.8.2 Regulations (Cont'd)

C. Provision of Service (Cont'd)

11. To have ATM Back-Up Capability as an option for a 44.210 Mbps or 149.760 Mbps Customer Connection, the customer is required to have an ATM Service Back-Up Customer Connection and a separate Broadband Line (with Broadband Line Extension Service, as appropriate) which are designated specifically for back-up purposes. Monthly rates and nonrecurring charges applicable for a Back-Up Customer Connection are provided in A40.8.3.A following. Monthly rates and nonrecurring charges for Broadband Line Service are found in A40.5. (T)

The activation of a Back-Up Customer Connection via the rerouting of traffic from a primary Customer Connection to the Back-Up Customer Connection is a manual operation performed by the Company at the direction of the customer. At the direction of the customer, the Company will subsequently then redirect traffic from the Back-Up Customer Connection to the primary Customer Connection.

A Primary Customer Connection Back-Up Enablement/Change Charge provided in A40.8.3.A is applicable per existing primary Customer Connection which is requested by the customer to be back-up enabled and is billed to each primary Customer Connection account. A Primary Customer Connection Back-Up Enablement/Change Charge is also applicable for each existing back-up enabled primary Customer Connection when the customer requests a reassignment of that primary Customer Connection to a different Back-Up Customer Connection.

D. Contract Plans

1. Contract plans are available under conditions specified in the Fast Packet Services Payment Plan (SPP) in A40.10 of this Tariff with contract periods described as follows:

- a. Term Payment Plan A - payment periods may be selected from 12 to 36 months.
- b. Term Payment Plan B - payment periods may be selected from 37 to 60 months.

2. Provided the applicable conditions set forth in A40.10.2 and A40.10.4.B. are satisfied, a Termination Liability Charge will not be applicable at the date of termination, if prior to fulfilling the period of the contract plan, the customer requests a change from an ATM service to the same speed, higher speed or next lower speed of any service offered by the Company under a contract plan. *In such cases, the full nonrecurring charges apply for the installation of the new service requested, except as specified otherwise in this tariff or the new service's tariff.* (T)

For purposes of implementing this regulation on Termination Liability Charges for changes from one speed of ATM Service (under contract) to another speed of ATM Service (under contract), the following hierarchy of ATM Customer Connection speeds shall exist (shown in order of lowest to highest): (N)

- 1.536 Mbps (standard and circuit emulation) (N)
- IMA (N)
- Subrate T3 (N)
- 44.210 Mbps (N)
- 149.760 Mbps (N)
- 599.010 Mbps (N)

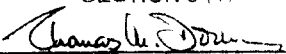
3. **(DELETED)** (D)

4. To be included under a Fast Packet Services Payment Plan, PVC Features and SVC Features must be associated with Customer Connections also under a Fast Packet Services Payment Plan. The length of the Fast Packet Services Payment Plan for the PVC Features and SVC Features cannot be for a longer period than the associated Customer Connection. A Termination Liability Charge will not be applicable for the disconnection of PVC Features and SVC Features set forth in A40.8.3.B., C. and D. that are selected under the Fast Packet Services Payment Plan. (T)

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A40. FAST PACKET TRANSPORT SERVICES

A40.8 Asynchronous Transfer Mode (ATM) Service (Cont'd)

A40.8.2 Regulations (Cont'd)

(M)

A40.8.3 Rates and Charges

A. Customer Connection to ATM Service

1. 1.536 Mbps ATM Service

	Nonrecurring Charge	Month To Month	A 12 to 36 Months	B 37 to 60 Months	USOC	
(a) Per Customer Connection	\$595.00	\$550.00	\$450.00	\$415.00	ATA1F	(T)
2. 1.536 Mbps ATM Circuit Emulation Service						
(a) Per Unstructured Customer Connection PRI over ATM	595.00	250.00	225.00	225.00	ATAPR	(N)
(b) Per Unstructured Customer Connection Other TDM over ATM	595.00	300.00	250.00	225.00	ATAQU	(T)
(c) Per Structured Customer Connection	595.00	500.00	450.00	425.00	ATAQS	(T)
3. ATM Service Using IMA						
(a) Per 3.072 Mbps Customer Connection	325.00	800.00	700.00	600.00	ATAG3	
(b) Per 4.608 Mbps Customer Connection	325.00	1000.00	900.00	800.00	ATAG4	
(c) Per 6.144 Mbps Customer Connection	325.00	1200.00	1100.00	1000.00	ATAG6	
(d) Per 7.680 Mbps Customer Connection	325.00	1500.00	1300.00	1200.00	ATAG7	
(e) Per 9.216 Mbps Customer Connection	325.00	1900.00	1500.00	1400.00	ATAG9	
(f) Per 10.752 Mbps Customer Connection	325.00	2200.00	1750.00	1600.00	ATAG2	
(g) Per 12.288 Mbps Customer Connection	325.00	2500.00	2000.00	1800.00	ATAG1	
4. ATM Subrate T3 Service ¹						(N)
(a) Per 18 Mbps Customer Connection	1,225.00	2,400.00	1,900.00	1,700.00	ATAT8	(N)
(b) Per 24 Mbps Customer Connection	1,225.00	2,600.00	2,000.00	1,800.00	ATAT4	(N)
(c) Per 30 Mbps Customer Connection	1,225.00	3,000.00	2,300.00	2,100.00	ATATO	(N)
(d) Per 36 Mbps Customer Connection	1,225.00	3,300.00	2,550.00	2,350.00	ATAT6	(N)
5. 44.210 Mbps ATM Service						(T)
(a) Per Customer Connection	1,225.00	3,500.00	2,800.00	2,550.00	ATA4F	
6. 149.760 Mbps ATM Service						(T)
(a) Per Customer Connection	2,175.00	5,580.00	4,650.00	4,200.00	ATA7F	
(b) Per Mile, or fraction thereof ²	-	140.00	132.00	130.00	ATA7M	(T)
7. 599.040 Mbps ATM Service						(T)
(a) Per Customer Connection	4,750.00	14,550.00	12,650.00	11,500.00	ATA9F	
(b) Per Mile, or fraction thereof ²	-	205.00	195.00	190.00	ATA9M	(T)
8. ATM Subrate T3 Speed Change Charge						(N)

This nonrecurring charge applies per ATM Subrate T3 Customer Connection requested to be changed to either 1) another speed ATM Subrate T3 Customer Connection or 2) to a 44.210 Mbps ATM Service Customer Connection. Accordingly, the ATM Subrate T3 Speed Change Charge applies in lieu of the Nonrecurring Charge specified in A40.8.3.A.4. or 5. above for the new speed Customer Connection.

	Nonrecurring Charge	USOC	
(a) Per ATM Subrate T3 Customer Connection Speed Change Request	\$500.00	ATATC	(N)
Note 1: Technical limitations associated with the provisioning of ATM Subrate T3 Service are set forth A40.8.2.C.10.			(N)
Note 2: Mileage based upon the airline distance of the customer's Serving Area Point from the Company Central Office where the ATM switch is located within that Network Serving Area. A Per Mile Charge does not apply if the ATM switch is located in the customer's serving wire center.			(T)

DEC 30 2001

Material previously appearing on this page now appears on page(s) 4.8.6.3 of this section.

PURSUANT TO 807 KAR 5.011,
SECTION 9 (1)
BY: Stephan D. Bee
SECRETARY OF THE COMMISSION

BELLSOUTH
TELECOMMUNICATIONS, INC.
KENTUCKY
ISSUED: March 28, 2003
BY: E.C. Roberts, Jr., President - KY
Louisville, Kentucky

GENERAL SUBSCRIBER SERVICES TARIFF

PSC KY. TARIFF 2A
Original Page 4.8.7.0.1

EFFECTIVE: April 29, 2003

A40. FAST PACKET TRANSPORT SERVICES

A40.8 Asynchronous Transfer Mode (ATM) Service (Cont'd)

A40.8.3 Rates and Charges (Cont'd)

A. Customer Connection to ATM Service (Cont'd)

9. ATM Back-Up Capability:

44.210 Mbps Back-Up Customer Connection

(N)

(N)

	Nonrecurring Charge	Month To Month	A 12 to 36 Months	B 37 to 60 Months	USOC
	\$1225.00	\$2800.00	\$2240.00	\$2040.00	ATAB4

(a) Per Customer Connection

(N)

10. ATM Back-Up Capability:

(N)

149.760 Mbps Back-Up Customer Connection

(N)

(a) Per Customer Connection

2175.00

4464.00

3720.00

3360.00

ATABC

(N)

(b) Per Mile, or fraction thereof¹

-

112.00

106.00

104.00

ATABM

(N)

11. ATM Back-Up Capability:

(N)

Primary Customer Connection Back-Up Enablement/Change Charge

(N)

Nonrecurring Charge	USOC
\$125.00	ATABE

(a) Per Existing Primary Customer Connection

(N)

Note 1: Mileage based upon the airline distance of the customer's Serving Area Point from the Company Central Office where the ATM switch is located within that Network Serving Area. A Per Mile Charge does not apply if the ATM switch is located in the customer's serving wire center.

(N)

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APR 29 2003

PURSUANT TO 807 KAR 5:011
SECTION 9 (1)

BY Charles E. Dorn
EXECUTIVE DIRECTOR

ISSUED: October 29, 1999
BY: E.C. Roberts, Jr., President - KY
Louisville, Kentucky

EFFECTIVE: November 29, 1999

A40. FAST PACKET TRANSPORT SERVICES

A40.8 Asynchronous Transfer Mode (ATM) Service (Cont'd)

A40.8.3 Rates and Charges (Cont'd)

B. PVC Feature Charges

1. Constant Bit Rate (CBR) Service Category

	Nonrecurring Charge	Month To Month	A 12 to 36 Months	B 37 to 60 Months	USOC	
(a) PVC Segment Charge, Per Segment	70.00	5.00	5.00	5.00	ATACS	(M)
(b) Per Megabit ¹ Bandwidth Charge, Per Segment	-	40.00	40.00	40.00	ATACM	(M)(T)
(c) Per Increment of 64 Kbps ² Bandwidth Charge, Per Segment	-	2.60	2.60	2.60	ATACK	(M)(T)
2. Variable Bit Rate - Real Time (VBR-RT) Service Category						(M)
(a) PVC Segment Charge, Per Segment	70.00	5.00	5.00	5.00	ATAVS	(M)
(b) Per Megabit ¹ Bandwidth Charge, Per Segment	-	40.00	40.00	40.00	ATAVM	(M)(T)
(c) Per Increment of 64 Kbps ² Bandwidth Charge, Per Segment	-	2.60	2.60	2.60	ATAVK	(M)(T)
3. Variable Bit Rate - Non-Real Time (VBR-NRT) Service Category						(M)
(a) PVC Segment Charge, Per Segment	70.00	5.00	5.00	5.00	ATANS	(M)
(b) Per Megabit ¹ Bandwidth Charge, Per Segment	-	40.00	40.00	40.00	ATANM	(M)(T)
(c) Per Increment of 64 Kbps ² Bandwidth Charge, Per Segment	-	2.60	2.60	2.60	ATANK	(M)(T)

Note 1: The Per Megabit Bandwidth Charge is applicable per PVC segment for PVCs with bandwidth greater than 1.536 Mbps. (M)(T)

Note 2: The Per Increment of 64 Kbps Bandwidth Charge is applicable per PVC segment for PVCs with bandwidth less than or equal to 1.536 Mbps. (M)(T)

A40. FAST PACKET TRANSPORT SERVICES

A40.8 Asynchronous Transfer Mode (ATM) Service (Cont'd)

A40.8.3 Rates and Charges (Cont'd)

B. PVC Feature Charges (Cont'd)

4. Unspecified Bit Rate (UBR) Service Category

	Nonrecurring Charge \$70.00	Month To Month	A 12 to 36 Months	B 37 to 60 Months	USOC ATAUS
(a) PVC Segment Charge, Per PVC Segment Per Customer Connection		\$5.00	\$5.00	\$5.00	
(b) 1.536 Mbps UBR Service Activation Charge	-	10.00	10.00	10.00	ATAA1
(c) 3.072 Mbps UBR Service Activation Charge	-	20.00	20.00	20.00	ATAA3 (N)
(d) 4.608 Mbps UBR Service Activation Charge	-	30.00	30.00	30.00	ATAAA (N)
(e) 6.144 Mbps UBR Service Activation Charge	-	40.00	40.00	40.00	ATAA6 (N)
(f) 7.680 Mbps UBR Service Activation Charge	-	50.00	50.00	50.00	ATAAB (N)
(g) 9.216 Mbps UBR Service Activation Charge	-	60.00	60.00	60.00	ATAAC (N)
(h) 10.752 Mbps UBR Service Activation Charge	-	70.00	70.00	70.00	ATAAD (N)
(i) 12.288 Mbps UBR Service Activation Charge	-	80.00	80.00	80.00	ATAAE (N)
(j) 44.210 Mbps UBR Service Activation Charge	-	250.00	250.00	250.00	ATAA4 (T)
(k) 149.760 Mbps UBR Service Activation Charge	-	500.00	500.00	500.00	ATAA7 (T)
(l) 599.040 Mbps UBR Service Activation Charge	-	1,000.00	1,000.00	1,000.00	ATAA9 (T)

C. Inter-Network Serving Area Link PVC Feature Charges

1. Inter-Network Serving Area Link PVC Establishment Charge, Per End of Link, Per PVC

	Nonrecurring Charge \$35.00	USOC ATALE
(a) Per establishment		

2. CBR PVC Bandwidth Charge, Per PVC

	Nonrecurring Charge	Month To Month	A 12 to 36 Months	B 37 to 60 Months	USOC
(a) Per Megabit ¹ Per End of Link, or	-	\$40.00	\$40.00	\$40.00	ATAJM
(b) Per Increment of 64 Kbps ² , Per End of Link	-	2.60	2.60	2.60	ATAJK
3. VBR-RT PVC Bandwidth Charge, Per PVC					
(a) Per Megabit ¹ Per End of Link, or	-	40.00	40.00	40.00	ATAKM
(b) Per Increment of 64 Kbps ² , Per End of Link	-	2.60	2.60	2.60	ATAKK
4. VBR-NRT PVC Bandwidth Charge, Per PVC					
(a) Per Megabit ¹ Per End of Link, or	-	40.00	40.00	40.00	ATAMM
(b) Per Increment of 64 Kbps ² , Per End of Link	-	2.60	2.60	2.60	ATAMK
5. UBR PVC Service Activation Charge, Per PVC					
(a) Per End of Link	-	40.00	40.00	40.00	ATAEA

(M)

Note 1: The Per Megabit Bandwidth Charge is applicable per End of Link for PVCs with bandwidth greater than 1.536 Mbps.

Note 2: The Per Increment of 64 Kbps Bandwidth Charge is applicable per End of Link for PVCs with bandwidth less than or equal to 1.536 Mbps.

ISSUED: October 29, 1999

EFFECTIVE: November 29, 1999

BY: E.C. Roberts, Jr., President - KY
Louisville, Kentucky

A40. FAST PACKET TRANSPORT SERVICES

A40.8 Asynchronous Transfer Mode (ATM) Service (Cont'd)

A40.8.3 Rates and Charges (Cont'd)

D. SVC Feature Charges						(N)
1.	SVC Service Activation Charge					(N)
		Nonrecurring Charge	Month To Month	A 12 To 36 Months	B 37 To 60 Months	USOC
	(a) Per Customer Connection (any speed)	\$35.00	-	-	-	ATASA (N)
2.	SVC Bundles (Increment of 5 SVCs)					
	(a) Per Bundle, Per Customer Connection	30.00	5.00	5.00	5.00	ATASS (N)
3.	SVC Bandwidth Per Customer Connection Activated for SVCs					
	(a) Per Megabit ¹ Bandwidth Charge, or	-	40.00	40.00	40.00	ATASM (N)
	(b) Per Increment of 64 Kbps ² Bandwidth Charge	-	2.60	2.60	2.60	ATASK (N)
4.	SVC Closed User Group (CUG)					
	(a) Per Group	\$20.00	-	-	-	ATASG (N)
	(b) Per Entry	20.00	-	-	-	ATASE (N)
E. Feature Change Charge						(M)(T)
1.	Per Occurrence	75.00	-	-	-	ATAFC (M)

Note 1: The Per Megabit Bandwidth Charge is applicable per Customer Connection activated for SVCs with a total bandwidth requirement greater than 1.536 Mbps. (N)

Note 2: The Per Increment of 64 Kbps Bandwidth Charge is applicable per Customer Connection activated for SVCs with a total bandwidth requirement less than or equal to 1.536 Mbps. (N)

A40. FAST PACKET TRANSPORT SERVICES

A40.9 Miscellaneous Charges For Fast Packet Transport Services

A40.9.1 General

- A. The miscellaneous charges provided herein are only applicable to specific Fast Packet Transport Services if so indicated in that service's respective subsection of this Tariff (e.g., the subsections governing Frame Relay Service, Broadband Line Service and ATM Service specifically indicate charges herein A40.9.1 are applicable). The regulations and miscellaneous charges herein apply for customer requested changes of service installation¹ due dates and customer requested cancellation of service installation orders. Regulations and miscellaneous charges herein do not apply for customer requested due date changes or cancellation requests which involve only non-design service such as the addition of features to existing service or a change to an existing feature (e.g., DLCIs, CIR, PVCs, SVCs, etc.). (T)

A40.9.2 Due Date Change Charges

- A. Upon customer request, the due date for service installation may be changed after an initial service order is issued.
- B. When the customer requests a new due date for service installation, the customer will not be charged for the first such due date change request. For each subsequent request(s) for the due date to be changed, the customer will be billed a service installation Due Date Change Charge as set forth in D. following (except under the conditions provided in C.(1) following).
- C. When the customer requests a new due date for service installation that is 30 or more calendar days beyond the original due date for installation, the customer has the choice of the following options:
1. The service order is cancelled and charges set forth in A40.9.4 following will apply, or
 2. Billing for the service will commence on the 31st day beyond the original service date; if this is a subsequent request for the due date to be changed, the service installation Due Date Change Charge will also apply.
- D. The Due Date Change Charge will apply as specified in B. and C. preceding. The applicable charge is:
- (1) Due Date Change Charge

	Charge	USOC
(a) per request (after initial request)	\$ 200.00	FPTDD

A40.9.3 Expedite Request Charges

- A. Upon customer request, the Company will perform the work required to determine if a due date for a service installation can be provided that is in advance of the Company's stated standard installation interval for such service. Such requests shall be referred to as expedite requests, and all such requests shall incur an Expedite Request Charge whether or not the Company can meet the expedited due date desired by the customer. The Expedite Request Charge is in addition to all other applicable nonrecurring charges and applies on a per occurrence basis per service order. The applicable charge is:

- (1) Expedite Request Charge

	Charge	USOC
(a) per request	\$ 200.00	FPTER

Note 1: The term "service installation" as used herein is defined as a request involving designed service (i.e., a new service installation or a move or physical rearrangement of an existing service).

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AUG 08 2003

PURSUANT TO 807 KAR 5:011
SECTION 9 (1)

BY Charles H. Dorn
EXECUTIVE DIRECTOR

ISSUED: October 4, 2002

EFFECTIVE: November 4, 2002

BY: E.C. Roberts, Jr., President - KY
Louisville, Kentucky

A40. FAST PACKET TRANSPORT SERVICES

A40.9 Miscellaneous Charges For Fast Packet Transport Services (Cont'd)

A40.9.4 Cancellation Charges

- A. A customer may cancel a service order for the installation of service at any time prior to notification by the Company that service is available for the customer's use. The cancellation date is the date the Company receives written or verbal notice from the customer that the order is cancelled. (N)

If a customer is unable to accept service within 30 calendar days after the original service date, the customer has the choice of the following options: (N)

- The service order shall be cancelled and charges set forth in B. following will apply, or (N)
- Billing for the service will commence on the 31st day beyond the original service date. (N)

In any event, the cancellation date or the date billing is to commence (depending on which option is selected by the customer) shall be the 31st day beyond the original service date of the service order. (N)

- B. When a customer cancels a service order for the installation of service, a cancellation charge will apply as follows: (N)

1. Costs incurred in conjunction with the provision of Fast Packet Transport Services start on the Application Date as defined in 4.b. following. (N)
2. When the customer cancels a service order prior to the Scheduled Issue Date, as defined in 4.b. following, no charges shall apply. (N)
3. When the customer cancels a service order on or after the Scheduled Issue Date, a charge equal to the estimated costs incurred by the Company shall apply. Such charge is determined as specified in 4. following. (N)
4. Charges applicable as specified in 3. preceding are based on the estimated costs incurred by the Company at the time the order is cancelled. The estimated costs incurred are determined based on the following. (N)
 - a. Certain Company critical dates are associated with a service order provisioning interval, whether standard or negotiated. These dates are used by the Company to monitor the progress of the provisioning process. At any point in the service order interval the Company is able to determine which critical date was last and can thus determine what percentage of the Company's provisioning costs have been incurred as of that critical date. (N)
 - b. The critical dates tracked by the Company are as follows: (N)
 - Application Date (APP): The date the customer provides to the Company, (1) a firm commitment for service and (2) sufficient information to enable the Company to begin service provisioning. This is also the order date. (N)
 - Scheduled Issue Date (SID): The date that the order is to enter the Company's order distribution system. (N)
 - Loop Assignment and Make-up Date (LAM): The date by which Local Loop Assignment and Make-up information must be available. (N)
 - Engineering Information Report Date (EIRD): The date the engineering group in another ISS area provides information to the primary engineering group. (N)
 - Records Issue Date (RID): The date that all design and assignment information is to be sent to the central office and installation forces. (N)
 - Designed, Verified, and Assigned Date (DVA): The date by which field implementation groups must report that all documents and materials have been received. (N)
 - Wired and Office Tested Date (WOT): The date by which all intraoffice wiring is to be completed, all plug-ins optioned, aligned, and frame continuity established, and the interoffice facilities, if applicable, tested. In addition, switching equipment, including translation loading, is to be installed and tested. (N)
 - Frame Continuity Date (FCD): Date on which frame-to-frame testing must be completed. This is sometimes referred to as the Facility Continuity Check Date. (N)
 - Plant Test Date (PTD): The date on which overall testing of the service is to be started. (N)
 - Service Date (DD): The date on which service is to be made available to the customer. This is sometimes referred to as the Due Date. (N)
 - c. The percentage of the total provisioning cost incurred by the Company at a particular critical date varies by the type of service shown in e. following. (N)

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SECTION 3(1)

BY: 
EXECUTIVE DIRECTOR

BELLSOUTH
TELECOMMUNICATIONS, INC.
KENTUCKY
ISSUED: March 1, 2004
BY: E.C. Roberts, Jr., President - KY
Louisville, Kentucky

GENERAL SUBSCRIBER SERVICES TARIFF

PSC KY. TARIFF 2A
Second Revised Page 5.2
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EFFECTIVE: March 31, 2004

A40. FAST PACKET TRANSPORT SERVICES

A40.9 Miscellaneous Charges For Fast Packet Transport Services (Cont'd)

A40.9.4 Cancellation Charges (Cont'd)

B. (Cont'd)

4. (Cont'd)

- d. When a customer cancels a service order, or part of a service order, before the service date, the Company will apply cancellation charges to the order. Cancellation charges are calculated by multiplying all the nonrecurring charges associated with the order, or that part of the order being cancelled, by the percentage shown in e. following for the critical date last completed on the order.

e. Cancellation Charge Percentages

TYPE SERVICE/ CRITICAL DATES	AFTER: BEFORE:	SID LAM	LAM EIRD	EIRD RID	RID DVA	DVA WOT	WOT FCD	FCD PTD	PTD DD	DD
<u>Frame Relay Service:</u>										
-56 Kbps or 64 Kbps		64.5	64.5	67.7	67.7	74.2	83.5	91.1	98.2	100.0
-Any Fractional T1		58.8	58.8	63.8	63.8	69.5	86.0	92.6	98.9	100.0
-Any Subrate T1 or 1.536 Mbps		64.7	64.7	69.0	69.0	75.6	83.4	91.0	98.2	100.0
-Any Subrate T3 or 44.210 Mbps		60.5	60.5	63.7	63.7	68.6	87.7	93.4	98.7	100.0
<u>Broadband Line Services:</u>										
-56 Kbps, 64 Kbps or 128 Kbps		28.7	28.9	28.9	28.9	28.9	28.9	28.9	100.0	100.0
-1.536 Mbps		26.4	29.6	29.6	29.6	29.6	29.6	29.6	100.0	100.0
-44.210 Mbps, 149.760 Mbps or 599.040 Mbps		36.8	36.8	36.8	36.8	36.8	36.8	36.8	100.0	100.0
<u>ATM Services:</u>										
-Any 1.536 Mbps		64.7	64.7	69.0	69.0	75.6	83.4	91.0	98.2	100.0
-Any IMA, Any Subrate T3 or 44.210 Mbps		60.5	60.5	63.7	63.7	68.6	87.7	93.4	98.7	100.0
-149.760 Mbps or 599.040 Mbps		62.9	62.9	66.3	66.3	71.3	87.2	93.1	98.6	100.0
<u>BellSouth Metro Ethernet Service:</u>										
-Any Connection		44.3	44.3	49.3	49.3	59.5	81.4	89.8	100.0	100.0

(N)
(N)

- C. When a customer cancels an order for the discontinuance of service no charges apply for the cancellation.
- D. If the Company misses a service date by more than 30 days due to circumstances over which it has direct control (excluding, e.g., acts of God, governmental requirements, work stoppages and civil commotions), the customer may cancel the service order without incurring cancellation charges.

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MAR 31 2004

PURSUANT TO 807 KAR 5.011
SECTION 9 (1)

BY 
EXECUTIVE DIRECTOR

A40. FAST PACKET TRANSPORT SERVICES

A40.10 Fast Packet Services Payment Plan

A40.10.1 General

- A. The regulations specified herein are applicable to specific services as indicated in each service's respective subsection of this Tariff. All of these services are included in this Section of this Tariff (A40. - Fast Packet Transport Services).
- B. Services furnished under the Fast Packet Services Payment Plan (Fast Packet SPP) are subject to all general regulations applicable to the provision of service by the Company as stated elsewhere in this Tariff except as noted herein.
- C. The Fast Packet SPP is a payment plan which allows customers to pay fixed or variable rates for Fast Packet Transport Services over variable contractual payment periods. A specific monthly rate applies for the duration of each period.
 1. Term Payment Plan A - payment periods may be selected from 12 months to 24 months in length.
 2. Term Payment Plan B - payment periods may be selected from 25 months to 48 months in length.
- D. When the customer orders service to be provided under a Fast Packet SPP arrangement, the customer must designate to the Company the payment plan and the service period desired, e.g. Term Payment Plan B and 36 months.

A40.10.2 Application of Rates and Charges

- A. Rates stabilized under a Fast Packet SPP arrangement are exempt from Company initiated increases, however, decreases to any rate element will automatically flow through to the customer.
- B. Termination Liability Charge
 1. In the event that all or any part of a service is disconnected at customer request prior to expiration of any selected payment period of greater than one month's duration, the customer will be required to pay a Termination Liability Charge unless specifically stated otherwise in that service's tariff.
 2. The Termination Liability Charge is determined by multiplying the number of months remaining in the contract payment period by the contracted monthly rate by **50** percent.
 - a. For example, a customer subscribes to a Fast Packet Transport Service using Term Payment Plan B and selects the 30 month payment period. After 12 months the customer chooses to terminate service. The Termination Liability Charge is calculated by multiplying 18 months (30 months - 12 months) by the monthly rate by **50** percent.
- C. When customers renew or change the length of their payment period, the rates applicable for the new period are those currently in effect at the time of the renewal or change in the length of the payment period. A Service Charge will not be applicable for such renewals or changes to the payment period.
- D. Customer requests for inside moves of service will not affect the contract period.
- E. A change in jurisdiction will not constitute a disconnect of service provided the new Fast Packet SPP arrangement is at least the minimum number of months allowable under Term Payment Plan A (as defined in the Fast Packet Transport Service's specific tariff section) or equals/exceeds the remaining service period, whichever is greater, provided the new Fast Packet SPP arrangement is for the same customer at the same location for the same capacity service.

A40.10.3 Additions

- A. Additions of services or rate elements - e.g., Ports - must be under a new Fast Packet SPP arrangement at rates and charges as specified in A40.10.2 preceding.
- B. Termination charges for premature disconnection of added contractual services will apply as set forth under Disconnects in A40.10.4 following.
- C. Additions under Fast Packet SPP are exempt from Company-initiated rate changes for all payment periods longer than one month. However, decreases for any rate element will automatically flow through to the customer.
- D. Installation, Service Charges, service establishment, and any other nonrecurring charges, as specified in this Tariff, will apply to the added services.

A40.10.4 Disconnects

- A. When a service or rate element, included under a Fast Packet SPP arrangement, is disconnected prior to expiration of the selected service period, Termination Liability Charges may apply as set forth in A40.10.2 preceding. Termination Liability Charges on rate elements will not be affected by such disconnections.

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SECTION 9 (1)

By 

Executive Director

A40. FAST PACKET TRANSPORT SERVICES

A40.10 Fast Packet Services Payment Plan (Cont'd)

A40.10.4 Disconnects (Cont'd)

- B. When a tariffed service under a Fast Packet SPP arrangement is disconnected prior to the expiration of a selected service period as a result of a *customer requested change of a FastPacket Transport Service which is specifically allowed without Termination Liability Charge as set forth in that service's tariff or of a change of tariff jurisdiction*, Termination Liability Charges will not apply when: (C)
- the completed service period is at least the minimum number of months allowable under the specific service's Term Payment Plan A or twenty-five percent of the length of the originally selected Fast Packet SPP service period, whichever is greater, and
 - the service period of the new Fast Packet SPP arrangement is at least the minimum number of months allowable under Term Payment Plan A (as defined in the service's specific tariff section) or equals/exceeds the remaining service period of the disconnected arrangement, whichever is greater, and
 - the service orders to install the new service and disconnect the old service are related together and there is no lapse in service between installation of the new service and disconnection of the existing, and
 - the service orders are for the same customer at the same location.

A40.10.5 Requests for Changes in Length of Optional Payment Period

- A. Subsequent to the establishment of a contract with a Fast Packet SPP period, and prior to the completion of that period, the existing payment period may be replaced by:
1. A currently offered payment period at the current rates, with a length equal to or longer than the time remaining in the existing service agreement, subject to the following conditions:
 - a. No credit will be given for payments made during the formerly selected period.
 - b. The new payment period begins with the new Fast Packet SPP effective date.
 - c. No termination charge applies for the remaining portion of the former payment period.
 - d. Nonrecurring charges will not be reapplied.
 - e. A Service Charge will not apply.
 2. A currently offered payment period at the current rates, with a length shorter than the time remaining in the existing service agreement, subject to the following conditions:
 - a. No credit will be given for payments made during the formerly selected period.
 - b. The new payment period begins with the new Fast Packet SPP effective date.
 - c. A Termination Liability Charge applies for the remaining portion of the former payment period.
 - d. Nonrecurring charges will not be reapplied.
 - e. A service order charge will not apply.

A40.10.6 Renewal Options

- A. The customer has the following renewal options:
1. Prior to completion of the current payment period, any period available under the Fast Packet SPP may be selected at the rates in affect for new customers at the time of the renewal. The customer will be charged at the current rate for the newly selected payment period, commencing the day following completion of the prior payment period.

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DEC 14 1998

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SECTION 9 (1)
BY: Stephen O. Bell
SECRETARY OF THE COMMISSION

A40. FAST PACKET TRANSPORT SERVICES

A40.10 Fast Packet Services Payment Plan (Cont'd)

A40.10.6 Renewal Options (Cont'd)

- A. The customer has the following renewal options: (Cont'd)
 2. Service may be continued on a month-to-month basis at the current rate for the one-month payment period, unless otherwise specified in this Tariff. The customer has no additional service commitment and, consequently, when service is terminated will not be subject to any termination charge. The one-month service will be subject to Company-initiated rate adjustments when approved by regulatory authority.
 3. If the customer does not elect an additional payment period or does not request discontinuance of service, service will be continued at a monthly rate currently in effect for the month-to-month payment rate under the terms specified in A.2 preceding.
 4. Upon expiration, Letters of Election executed on or after May 1, 2005, shall automatically renew for an additional one-year term under the same rates, terms and conditions in effect under the original Letter of Election, unless the Subscriber or the Company provides written notice of its intent not to renew the Letter of Election at least sixty (60) days prior to the expiration of the initial term or any subsequent additional one-year term. (N)
- B. Service Charges are not applicable for rate elements renewed under the Fast Packet SPP. Any new rate elements added at the time of renewal will be subject to all appropriate Service Charges and other nonrecurring charges.
- C. The Company may discontinue or change any or all renewal options with approval of the appropriate regulatory authority.
- D. When a customer renews a Fast Packet SPP arrangement, the rates and charges in effect on the first day of service of the renewal will apply.
- E. Recognition of previous service will be given to customers who renew an existing Fast Packet SPP arrangement, for all associated rate elements at the same location(s), provided that the length of the new Fast Packet SPP arrangement is at least the minimum number of months allowable under Term Payment Plan A (as defined in the Fast Packet Transport Service's specific tariff section) or equals/exceeds the remaining service period of the original Fast Packet SPP arrangement.
- F. Recognition of previous service back to the actual service date will be given to month-to-month customers who convert to a Fast Packet SPP arrangement.
- G. To determine the appropriate Fast Packet SPP for the renewed arrangement, recognition of service will consist of the sum of months in service of the completed service arrangement and the sum of the months of the proposed service period of the Fast Packet SPP arrangement. For example, a Fast Packet SPP arrangement for a 24 month service period under Term Payment Plan A is renewed for 16 months with no changes at the end of the 24 month period. The sum of months for the completed and proposed service periods would equal 40 months and would be billed under Term Payment Plan B.

A40.10.7 Transfer of Service

- A. Service may be transferred to a new customer at the same location upon prior written concurrence by the new customer as specified in this Tariff. This does not constitute a disconnect of service or a discontinuance of an existing Fast Packet SPP arrangement. The new customer will be subject to all provisions and equipment configurations currently in effect for the previous customer. Regulations concerning transfer of service between subscribers as stated in other sections of this Tariff also apply under Fast Packet SPP.

A40.10.8 Deferred Payment

- A. Payment of nonrecurring charges for Fast Packet services with contract payment plans may be deferred over the length of the customer's payment period or a shorter period (in annual increments) subject to the conditions specified below:
 1. The charge to be deferred must be among the following types - Nonrecurring Charges, Service Establishment.
 2. The customer must select a payment period longer than one month.
 3. The total amount of nonrecurring charges as defined in A.1. preceding may be deferred.

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SECTION 9 (1)

By 

Executive Director

A40. FAST PACKET TRANSPORT SERVICES

A40.10 Fast Packet Services Payment Plan (Cont'd)

A40.10.8 Deferred Payment (Cont'd)

A. (Cont'd)

4. The minimum amount deferrable per Fast Packet SPP arrangement is \$2000.00. (N)
5. Interest on deferred amounts will be calculated at the rate set forth in the deferred payment agreement executed by the customer. The interest rate to be charged on deferred payments will be revised periodically by the Company. If, in the judgment of the Company, the maximum interest rate allowed by law is insufficient to cover the costs of providing the deferred payment option, the Company will suspend the availability of said option until such time as the costs of providing said option can be recovered through the applications of a lawful interest rate. Suspension of the deferred payment option will not affect customers who have executed a deferred payment agreement prior to the effective date of such suspension. (N)
6. The deferred charges (including interest) will be prorated on a monthly basis over the selected deferral period length. (N)
7. All deferred charges must be paid in full when the customer: (N)
 - Selects a payment period with an expiration date prior to the expiration date of the deferral period. (N)
 - Disconnects service prior to expiration of the selected deferral period. (N)
 - Fails to pay a monthly amount within thirty days of its due date. (N)
 - Moves a service under Fast Packet SPP to another location in Company territory within the same state and jurisdiction, with the exception of an inside move. (N)
8. The customer may prepay only the total outstanding deferred charges at any time during the selected deferral period. The customer will be given a credit for the amount of unearned interest. The customer may not prepay less than the total of the outstanding deferred charges. (N)

A40.10.9 Prepayment

- ##### A. For payment period longer than one month, the customer may prepay the total outstanding recurring monthly rates. The prepayment of monthly rates in no way constitutes a purchase and the Company retains full ownership of all services covered by the prepayment. The following conditions apply:
1. Customers who prepay six months or more will have an allowance applied. The prepayment factor to be used for each month prepaid will be revised periodically by the Company. (N)
 2. Monthly rates for all services covered by a single Letter of Election must be prepaid. Monthly rates must be prepaid for services added subsequently and placed on the same Letter of Election (i.e., customer-elected coterminous option) with a prepaid system. (N)
 3. Customers who change the length of a prepaid payment period will be credited any unused portion of the prepayment, subject to termination charges as specified in A40.10.4 preceding. (N)
 4. Customers who prematurely disconnect will have termination charges deducted from the prepaid amount and any balance credited to their bill. (N)

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SEP 30 1994

PURSUANT TO 807 KAR 5011,
SECTION 9(1)

BY: Phyllis Lannin
DIRECTOR, RATES & RESEARCH DIV.

A40. FAST PACKET TRANSPORT SERVICES

A40.10 Fast Packet Services Payment Plan (Cont'd)

A40.10.10 Exception to Termination Liability for State, County, and Municipal Governments

- A. In the event that all or any part of the service is disconnected at customer request prior to expiration of any selected payment period of greater than one month's duration, the customer will be required to pay a termination charge as stated in this Tariff. The Tariff provisions concerning termination liability for recurring charges only shall not be applicable to any state, county, or municipal governmental entity when there is in effect, as a result of action by such entity and through a duly constituted legislative, administrative, or executive body:
1. a statute;
 2. an ordinance;
 3. a policy directive;
 4. a constitutional provision which restricts or prohibits an additional contractual payment for early termination of a contract by any such entity, or agency thereof, due to an unavailability of funding. When service is being provided and funding to the governmental entity for such service becomes unavailable, the governmental entity may cancel the service without additional payment obligation. Provided, however, that if the governmental entity cancels the service for any reason other than the unavailability of funds, the termination liability provisions in the Tariff shall apply.

A40.10.11 Moves of Service(s) Under Fast Packet SPP

- A. Termination Liability Charges will not apply to customer requests for moves of service under Fast Packet SPP from one location to another location subject to the following:
1. The original and new premises locations must be in Company territory within the same state.
 2. The move from the original location to the new location must be completed within thirty days of the original premises disconnect date.
 3. No lapse in billing will occur for moves of service under Fast Packet SPP.
 4. Orders to disconnect the existing service and re-establish it at the new location must be related.
 5. Any rate elements - such as, Ports - from the original location that are not re-established at the new location will be subject to applicable Termination Liability Charges.
 6. Any additions made at the new location will be treated as coterminous additions in accordance with A40.10.3 preceding.
 7. All regulations and charges for changes made to the service coincident to that move shall apply.
 8. All appropriate nonrecurring charges for moves of service as specified in this Tariff will apply.
 9. Moves of service that involve a change of jurisdiction, e.g., intraLATA to intrastate, intrastate to interstate, etc., will not be treated as a disconnect of service with regard to Termination Liability Charge application. The customer must subscribe to a payment arrangement offered in the appropriate interstate tariff which is at least the minimum number of months allowable under Term Payment Plan A (as defined in the Fast Packet Transport Service's specific tariff section) or equals/exceed the remaining contract period, whichever is greater.

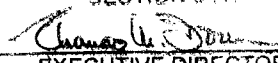
A40.11 BellSouth® Video Conferencing Service (Obsoleted, See Section A140)

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BY 
EXECUTIVE DIRECTOR

BELLSOUTH
TELECOMMUNICATIONS, INC.
KENTUCKY
ISSUED: November 19, 2003
BY: E.C. Roberts, Jr., President - KY
Louisville, Kentucky

GENERAL SUBSCRIBER SERVICES TARIFF

PSC KY. TARIFF 2A
Third Revised Page 10
Cancels Second Revised Page 10
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A40. FAST PACKET TRANSPORT SERVICES

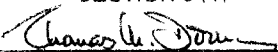
A40.11 BellSouth® Video Conferencing Service (Obsoleted, See Section A140) (Cont'd)

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SECTION 9 (1)

BY 
EXECUTIVE DIRECTOR

Material previously appearing on this page now appears on page(s) 8 of section A140.

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BELLSOUTH
TELECOMMUNICATIONS, INC.
KENTUCKY
ISSUED: November 19, 2003
BY: E.C. Roberts, Jr., President - KY
Louisville, Kentucky

GENERAL SUBSCRIBER SERVICES TARIFF

PSC KY. TARIFF 2A
Second Revised Page 11
Cancels First Revised Page 11
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A40. FAST PACKET TRANSPORT SERVICES

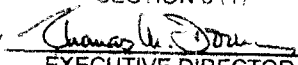
A40.11 BellSouth® Video Conferencing Service (Obsoleted, See Section A140) (Cont'd)

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KENTUCKY
ISSUED: November 19, 2003
BY: E.C. Roberts, Jr., President - KY
Louisville, Kentucky

GENERAL SUBSCRIBER SERVICES TARIFF

PSC KY. TARIFF 2A
First Revised Page 11.1
Cancels Original Page 11.1
EFFECTIVE: December 19, 2003

A40. FAST PACKET TRANSPORT SERVICES

A40.11 BellSouth® Video Conferencing Service (Obsoleted, See Section A140) (Cont'd)

(M)(T)

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A40. FAST PACKET TRANSPORT SERVICES

A40.11 BellSouth® Video Conferencing Service (Obsoleted, See Section A140) (Cont'd)

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A40. FAST PACKET TRANSPORT SERVICES

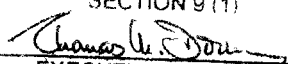
A40.11 BellSouth® Video Conferencing Service (Obsoleted, See Section A140) (Cont'd)

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A40. FAST PACKET TRANSPORT SERVICES

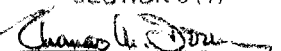
A40.11 BellSouth® Video Conferencing Service (Obsoleted, See Section A140) (Cont'd)

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Louisville, Kentucky

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A40. FAST PACKET TRANSPORT SERVICES

A40.12 Customer Network Management

A40.12.1 General

- A. Customer Network Management (CNM) is available on an optional basis as a feature of Frame Relay Service and Asynchronous Transfer Mode (ATM) Service. (N)
- B. The CNM option provides customers a view into their BellSouth Fast Packet network for monitoring and trouble shooting purposes. (N)
- C. The CNM platform supports hierarchical customer names. For example, a customer defines an overall network name (usually the customer name) and then may choose to establish multiple sub-network names. A maximum of five hierarchical tiers are available (the overall network plus four sub-network tiers). (N)
- D. Access to CNM is via a Web interface. A dial or dedicated method available in Section A32., Integration Plus^{*} Management Services, may also be used to access CNM. For security reasons, customers are required to identify themselves via a username and password. The username and password are assigned at the time the account is established. Following is a description and requirements for each type of access: (N)
 - 1. Web Interface - This interface allows customers to access CNM via the Web using a standard Web browser. This type of access requires a Security Card. (N)
 - a. Security Card - This card provides the customer a unique password identification code which will electronically change periodically. (N)

If the customer has purchased a Security Card in conjunction with another feature or service offered by BellSouth, that Security Card may also be used in conjunction with CNM. It is the customer's responsibility to notify BellSouth of an existing Security Card so BellSouth can ensure that the card is validated for multiple features and/or services. (N)
 - 2. Dial Interface - See A32.1.2 of this Tariff (N)
 - 3. Dedicated Interface - See A32.1.2. of this Tariff (N)
- E. CNM is offered in packages which provide the following CNM options: Fault Management, On Demand Statistics and Performance Reporting. (N)
 - 1. Fault Management (N)

The Fault Management option provides the ability to monitor fault and alarm information as network events occur. If a BellSouth network event results in automatic rerouting of customer owned PVCs on a Customer Connection within the BellSouth Fast Packet network, such that those PVCs are not service impacted, then BellSouth will not send PVC events to the customer. The following Fault Management features are available on a customer and sub-network basis: (N)

 - BellSouth will provide to the customer, in near real time, all events, faults, and network alarms on any Customer Connection or PVC. (N)
 - The customer can determine the severity level of alarms displayed and suppress the alarms they do not wish to view. (N)

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A40. FAST PACKET TRANSPORT SERVICES

A40.12 Customer Network Management (Cont'd)

A40.12.1 General (Cont'd)

E. (Cont'd)

2. On Demand Statistics

CNM provides customers statistics for each Customer Connection and PVC on a customer and sub-network basis.

3. Performance Reporting (PR)

CNM-PR provides BellSouth Frame Relay and/or ATM Service customers network performance reports on their BellSouth Fast Packet network. Customers have the capability of requesting performance reports for interfaces. (Interfaces are defined as customer connections and PVCs). CNM-PR provides a measure of the level of network performance of a customer's network and individual interfaces that is called the Network Performance Level. The Network Performance Level components include Incoming Utilization, Outgoing Utilization, Discarded Frames/Cells and Congestion. The Network Performance Level is used in several reports to provide a weighted performance measure taking into account all the performance parameters mentioned above.

Historical Performance reports will baseline historic network performance, trend future performance and highlight network performance problems. The following selection of reports is available:

a. Network Summary Report - Provides an overview of the customer's network performance in terms of Total Frames/Cells Transmitted and Received, Percent Total Utilization, Total Frames/Cells Discarded, and Percent Frames/Cells Discarded of Total Frames/Cells Transmitted and Received.

b. Forecast Report - Provides the network interfaces that are projected to exceed customer specific thresholds of Utilization and Congestion.

c. Network Interface Performance Report - Provides the Network Performance Level on a customer selectable interface (customer connection or PVC).

d. Capacity Planning Report - Provides the top ten over-utilized and top ten under-utilized interfaces.

e. Threshold Exceptions Report - Provides a daily report on the top ten interfaces that exceed a customer selectable threshold parameter. These parameters are Input Utilization, Output Utilization, Incoming Congestion, Outgoing Congestion, In Discards, and Out Discards.

f. Top Ten Report - Provides a daily report of the top ten interfaces with the highest volumes and the worst Network Performance Level. It also specifies the top ten interfaces with the greatest change in both volume and Network Performance Level.

F. The regulations and rates specified herein are in addition to the applicable regulations and rates specified in other sections of this and other Tariffs of the Company.

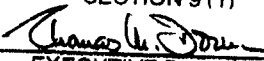
G. The rates and charges set forth for CNM provide for the furnishing of service where suitable facilities are available.

H. CNM is only available for use with Frame Relay Service described in A40.1 preceding and ATM service described in A40.8 preceding.

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A40. FAST PACKET TRANSPORT SERVICES

A40.12 Customer Network Management (Cont'd)

A40.12.2 Regulations

A. Basis of Offering

1. Suspension of service is not allowed. (N)
2. CNM is not available on Back-Up Customer Connections nor Intelligent PVCs. (N)
3. A customer may subscribe to CNM on a monthly basis. An account is established which will include the Customer Connections designated by the customer to have CNM capability. Customers may choose to subscribe to CNM for all Customer Connections in their BellSouth Fast Packet network or choose CNM for only a portion. (N)
4. Obligations of Customer and Company (N)
 - a. The Company is not responsible for the installation, operation, or maintenance of any equipment provided by the customer. (N)
 - b. The customer is responsible for the provision and maintenance of all Customer Provided (CPE) and to ensure that the operating characteristics of this equipment are compatible with and do not interfere with the service offered by the Company. (N)
 - c. Application testing described in A2.5.11 of this Tariff is not available for CNM. (N)
5. In order to maintain the quality of CNM, the Company reserves the right to perform preventive maintenance and software updates. This could result in CNM being unavailable during the time period between midnight and 3:00 A.M. Eastern Time on any given Sunday morning. In addition, preventive maintenance may be performed on the Frame Relay or ATM network being monitored by CNM on any given Monday or Sunday between 2:00 A.M. and 4:00 A.M. Eastern Time. CNM will be unable to view these circuits while preventive maintenance is being performed. However, the Company only expects to utilize this maintenance window for any given switch on the average of once a quarter. In addition, the Company will make every reasonable effort to provide advance notice to those customers likely to be severely affected by such maintenance work. (N)
6. The minimum service period is one month. (N)

B. Provision of Service

1. CNM is available in three packages – Gold, Silver or Bronze. All Customer Connections within a customer's account must be under the same package. If a customer desires to have multiple packages, a separate account must be established for each package type. Following is a description of what is available in each package: (N)
 - The Gold Package includes all CNM options; Fault Management, On Demand Statistics and Performance Reporting. (N)
 - The Silver Package includes Fault Management and On Demand Statistics. (N)
 - The Bronze Package includes only Fault Management. (N)

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A40. FAST PACKET TRANSPORT SERVICES

A40.12 Customer Network Management (Cont'd)

A40.12.2 Regulations (Cont'd)

B. Provision of Service (Cont'd)

2. Customers who subscribe to CNM may choose to monitor their entire BellSouth Fast Packet network or selected Customer Connections. The following rates and charges are applicable for customers who subscribe to CNM:

a. Service Establishment Charge

The Service Establishment Charge is a nonrecurring charge which applies per Frame Relay or ATM customer account. If a customer is both a Frame Relay and ATM customer, only one Service Establishment Charge will apply. This charge covers the initial establishment and set-up of the CNM account for the customer. A username(s) and password(s) will be assigned for use by the customer in accessing their account. At the time the account is established, a customer may also choose to establish sub accounts.

b. Reporting Packages – Gold, Silver, Bronze

A monthly charge applies for each Customer Connection the customer has chosen to monitor. A nonrecurring charge is applicable per Customer Connection at the time of installation.

c. Subsequent Modification Charge

The Subsequent Modification Charge is a nonrecurring charge which applies per Customer Connection when a CNM customer requests that existing CNM Customer Connections, or PVC's on the Customer Connection, be modified. Examples of this charge include change of customer name and movement between packages. This charge is not applicable:

- when a new PVC is added to an existing CNM Customer Connection and CNM is requested for the new PVC, or
- for a request to change a password.

d. Management Access Interface

All customers must have a Management Access Interface. This connection allows the customer to monitor their network. A monthly charge applies for each Web Interface. A nonrecurring charge is applicable per web access at the time of installation. A Security Card described below is required for each web access. See A32.1.2 for a dial or dedicated access option.

- Security Card – The Security Card charge specified in A40.12.3.B following will apply for the initial card or for the issuance of additional cards for additional users or to replace a lost, damaged or expired card.

C. Contract Plans

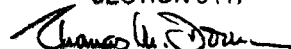
1. Contract plans are available under conditions specified in the Fast Packet Services Payment Plan in A40.10 of this Tariff with contract periods described as follows:

- a. Term Payment Plan A - payment periods may be selected from 12 to 36 months.
- b. Term Payment Plan B - payment periods may be selected from 37 to 60 months.

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A40. FAST PACKET TRANSPORT SERVICES

A40.12 Customer Network Management (Cont'd)

A40.12.3 Rates and Charges

A. CNM - Performance Reporting

1. CNM Service Establishment Charge

		Nonrecurring Charge			USOC	
(a) Per Customer		\$250.00			CNMSE	
2.	Gold Reporting ¹		Month To Month	A 12 to 36 Months	B 37 to 60 Months	USOC
		Nonrecurring Charge				CNMGF
(a)	Per Frame Relay Service Customer Connection	\$95.00	\$0.00	\$0.00	\$0.00	(R)
(b)	Per ATM Service Customer Connection	95.00	0.00	0.00	0.00	CNMGA (R)
3.	Silver Reporting ²					
(a)	Per Frame Relay Service Customer Connection	90.00	0.00	0.00	0.00	CNMSF (R)
(b)	Per ATM Service Customer Connection	90.00	0.00	0.00	0.00	CNMSA (R)
4.	Bronze Reporting ³					
(a)	Per Frame Relay Service Customer Connection	85.00	0.00	0.00	0.00	CNMBF (R)
(b)	Per ATM Service Customer Connection	85.00	0.00	0.00	0.00	CNMBA (R)
5.	Subsequent Modification Charge					

		Nonrecurring Charge			USOC	
(a) Per Customer Connection		\$75.00			CNMSM	
B.	Management Access Interface ⁴					
1.	Web Interface					
		Nonrecurring Charge	Month To Month	A 12 to 36 Months	B 37 to 60 Months	USOC
(a)	Each	\$125.00	\$25.00	\$18.75	\$15.00	CNMWE
2.	Security Card					
		Nonrecurring Charge				USOC
(a)	Each	\$100.00				CNMSC

Note 1: Includes Fault Management, On Demand Statistics and Performance Reports.

Note 2: Includes Fault Management and On Demand Statistics.

Note 3: Includes only Fault Management.

Note 4: See A32.1.2 for a dial or dedicated access option.

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BY: E.C. Roberts, Jr., President - KY
Louisville, Kentucky

A40. FAST PACKET TRANSPORT SERVICES

A40.13 BellSouth Metro Ethernet Service

A40.13.1 General

- A. BellSouth Metro Ethernet Service is a high-speed packet transport that is based on Ethernet transmission parameters.
- B. BellSouth Metro Ethernet Service provides various transport capabilities that range from 2 Mbps through 1 Gbps with capabilities for basic, premium, dedicated and virtual arrangements that may be used to meet individual customer needs. (C)
- C. BellSouth Metro Ethernet Service signals meet IEEE 802.3, 802.3u, or 802.3z standards. BellSouth Metro Ethernet Service also uses 802.1Q VLAN tagging and stacking for certain service configurations contained herein. Technical requirements for interfaces with customer premises equipment (CPE) are contained in ANSI/IEEE 802.3 Specifications. These technical documents may be ordered from:
- American National Standards Institute
11 West 42nd Street
New York, New York 10036
- D. Technical Reference TR-73632 - Metro Ethernet Interface Specifications may be ordered from:
- BellSouth Documentation Service Center
3535 Colonnade Parkway – NW5B
Birmingham, AL 35243
- Technical limitations associated with provisioning 2 Mbps, 4 Mbps and 8 Mbps BellSouth Metro Ethernet Connections based upon distance from the customer's premises to serving wire center and equipment configurations exist and are also set forth in TR-73632. (N)
- E. BellSouth Metro Ethernet Service, as provided under the provisions of this tariff section, is offered for intraLATA use only.
- F. The regulations and rates specified herein are in addition to the applicable regulations and rates specified in other sections of this and other tariffs of the Company.
- G. The rates and charges set forth for BellSouth Metro Ethernet Service provide for the furnishing of service in certain metropolitan areas. In locations where BellSouth Metro Ethernet Service is not available, special construction charges may apply as set forth in Section A5 of this Tariff.
- H. For BellSouth Metro Ethernet Service, the Due Date Change Charge, Expedite Request Charge and Cancellation Charge, as defined in A40.9 of this Tariff, are applicable.

A40.13.2 Regulations

- A. Explanation of Terms
1. Metro Ethernet
Metro Ethernet is a service where Local Area Networks (LANs) send bi-directional Ethernet traffic to other LANs on an Ethernet Wide Area Network (WAN). Ethernet is one of the most widely deployed LAN/WAN standards. BellSouth Metro Ethernet Service supports IEEE Standard 802.3, 802.3u and 802.3z transmission standards.
 2. Local Area Network (LAN)
LAN is a communications network spanning a limited geographical area. A LAN connects computers and other peripheral equipment for data communications purposes within a building or campus environment.
 3. Virtual Local Area Network (VLAN)
A virtual local area network (VLAN) is a logical grouping of Metro Ethernet connections that allows data transmission between such connections to occur as if all connections are on the same physical LAN.
 4. Basic BellSouth Metro Ethernet Service Connection
Provides 2 Mbps, 4 Mbps, 8 Mbps, 10 Mbps, 100 Mbps and 1 Gbps Ethernet capabilities that are a part of a BellSouth Metro Ethernet Service network within a metropolitan area. Basic BellSouth Metro Ethernet Service is a best effort service with service capabilities that are affected by overall traffic on the Basic BellSouth Metro Ethernet Service network and is suitable for data transmission only. (C)
A Basic BellSouth Metro Ethernet Service Connection operating at any of these speeds is capable of interconnecting with other Basic BellSouth Metro Ethernet Service Connections that are operating at any of these speeds in the same metropolitan area.
A Basic BellSouth Metro Ethernet Service Connection provides data channel transport that connects customer premises¹ that are 10 miles or less in distance from the BellSouth Metro Ethernet Service wire center associated with the Basic BellSouth Metro Ethernet Service Connection. Customer locations greater than 10 miles from the BellSouth Metro Ethernet Service wire center require BellSouth Metro Ethernet Service Additional Mileage charges.

Note 1: And as alternatively set forth in A40.13.2.C.11 for

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A40. FAST PACKET TRANSPORT SERVICES

A40.13 BellSouth Metro Ethernet Service (Cont'd)

A40.13.2 Regulations (Cont'd)

A. Explanation of Terms (Cont'd)

5. Premium BellSouth Metro Ethernet Service Connection

Provides **2 Mbps, 4 Mbps, 8 Mbps**, 10 Mbps, 20 Mbps, 50 Mbps, 100 Mbps 250 Mbps and 500 Mbps Ethernet capabilities that are a part of a BellSouth Metro Ethernet Service network within a metropolitan area. Premium BellSouth Metro Ethernet Service provides the ability to order Ethernet Service with improved service characteristics to meet customer needs regarding the assurance of bandwidth availability. (C)

Premium BellSouth Metro Ethernet Service provides customers capabilities to assure service characteristics via ordering a Committed Bandwidth (CBW). A CBW is the minimum bandwidth across the BellSouth Metro Ethernet Service network within a metropolitan area between a customer's Premium BellSouth Metro Ethernet Service locations.

Premium BellSouth Metro Ethernet Service Connections are available with "Fixed" and "Burst" capabilities¹. With the Fixed arrangement, Premium BellSouth Metro Ethernet Service Connections will have the bandwidth ordered (e.g., 10 Mbps) available across the BellSouth Metro Ethernet Service network. With the Burst arrangement, Premium BellSouth Metro Ethernet Service Connections will have the ability to send burst of data above their CBW rate, if network capacity is available. For example a 10 Mbps, a 20 Mbps and a 50 Mbps Connection may Burst up to 100 Mbps, while a 100 Mbps, a 250 Mbps and a 500 Mbps Connection may Burst up to 1 Gbps. (T)

A Premium BellSouth Metro Ethernet Service Connection operating at any of these speeds is capable of interconnecting with other Premium BellSouth Metro Ethernet Service Connections that are operating at any of these speeds in the same metropolitan area.

Premium BellSouth Metro Ethernet Service Connection provides data channel transport that connects a customer premises² that are 10 miles or less in distance from the BellSouth Metro Ethernet Service wire center associated with the Premium BellSouth Metro Ethernet Service Connection. Customer locations² greater than 10 miles from the BellSouth Metro Ethernet Service wire center require BellSouth Metro Ethernet Service Additional Mileage charges. (T)

6. Dedicated BellSouth Metro Ethernet Service Connection

Provides 100 Mbps and 1 Gbps point-to-point Ethernet capabilities that are a part of a BellSouth Metro Ethernet Service network within a metropolitan area. A Dedicated BellSouth Metro Ethernet Service Connection operating at any of these speeds is only capable of interconnecting with one other Dedicated BellSouth Metro Ethernet Service Connection in the same metropolitan area.

A Dedicated BellSouth Metro Ethernet Service Connection provides data channel transport that connects customer premises that are 10 miles or less in distance from the BellSouth Metro Ethernet Service wire center associated with the Dedicated BellSouth Metro Ethernet Service Connection. Customer locations greater than 10 miles from the Dedicated BellSouth Metro Ethernet Service wire center require BellSouth Metro Ethernet Service Additional Mileage charges.

Note 1: Premium Connections at 2 Mbps, 4 Mbps and 8 Mbps are not available with "Burst" capability. (N)

Note 2: And as alternatively set forth in A40.13.2.C.11. following. (T)

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A40. FAST PACKET TRANSPORT SERVICES

A40.13 BellSouth Metro Ethernet Service (Cont'd)

A40.13.2 Regulations (Cont'd)

A. Explanation of Terms (Cont'd)

7. Virtual BellSouth Metro Ethernet Service Connection

Provides **2 Mbps, 4 Mbps, 8 Mbps**, 10 Mbps, 20 Mbps, 50 Mbps, 80 Mbps, 100 Mbps, 200 Mbps, 300 Mbps, 450 Mbps, 600 Mbps, 750 Mbps and 900 Mbps Ethernet capabilities that are a part of a BellSouth Metro Ethernet Service network within a metropolitan area. Virtual BellSouth Metro Ethernet Service provides the ability to order Ethernet Service where a single customer connection can support multiple applications with varying Quality of Service (QoS) features and Classes of Service. (C)

Virtual BellSouth Metro Ethernet Service provides customer capabilities to support different Classes of Service (CoS) (i.e., Real-Time, Interactive, Business Critical and Best Effort as described in (13) following) over the same Connection and offers customers increased flexibility to match bandwidth to their real needs for voice/data/video applications on each Connection. The customer orders the percentage of their Virtual BellSouth Metro Ethernet Service Connection bandwidth that will be allocated for each class of service.

For each Virtual Connection, the customer's bandwidth will be limited to the fixed speed associated with each CoS level specified in the CoS profile selected for the Virtual Connection.

A Virtual BellSouth Metro Ethernet Service Connection operating at any of these speeds is capable of interconnecting with other Virtual BellSouth Metro Ethernet Service Connections that are operating at any of these speeds in the same metropolitan area.

A Virtual BellSouth Metro Ethernet Service Connection provides data channel transport that connects customer premises¹ that are 10 miles or less in distance from the BellSouth Metro Ethernet Service wire center associated with the Virtual BellSouth Metro Ethernet Service Connection. Customer locations¹ greater than 10 miles from the Virtual BellSouth Metro Ethernet Service wire center also require BellSouth Metro Ethernet Service Additional Mileage charges.

8. BellSouth Metro Ethernet Service Additional Mileage Charges

Additional mileage charges associated with a BellSouth Metro Ethernet Service Connection apply when the total distance from the customer premises¹ to the BellSouth Metro Ethernet Service wire center associated with the service serving the customer's premises¹ is greater than 10 miles in length. The additional mileage is measured in airline miles from the customer premises to the BellSouth Metro Ethernet Service wire center associated with the BellSouth Metro Ethernet Service. Fractions of miles will be considered as a whole mile.

BellSouth Metro Ethernet Service Additional Mileage Charges apply to Basic, Premium, Dedicated and Virtual BellSouth Metro Ethernet Service based on the service's speed and the total distance associated with the data channel. The BellSouth Metro Ethernet Service Additional Mileage Charge is based on the mileage band the total data channel mileage falls into. For example, a data channel that is 30 miles in length would be charged the additional mileage rate for the greater than 25 mile through 35 mile band.

Note 1: And as alternatively set forth in A40.13.2.C.12. following.

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A40. FAST PACKET TRANSPORT SERVICES

A40.13 BellSouth Metro Ethernet Service (Cont'd)

A40.13.2 Regulations (Cont'd)

A. Explanation of Terms (Cont'd)

9. Metro Ethernet Customer Network

A Metro Ethernet Customer Network is defined as the set of interconnected Metro Ethernet connections assigned to the same VLAN within the BellSouth core network. Premium Connections that include the Q-Forwarding optional feature and Virtual Connections that include the VLAN Aggregation optional feature may be part of more than one Metro Ethernet Customer Network.

10. Priority Plus

Customers with Premium BellSouth Metro Ethernet Service, as an optional feature, may order the ability to prioritize their traffic in accordance with a predefined hardware queue model approach. With this option, customers will assign priority values to their data and higher-priority data will be transmitted first. Priority Plus service traffic is limited to a small subset of the total Committed Bandwidth (CBW) traffic and is marked for expedited handling within the Metro Ethernet Service. Customers that desire Priority Plus must establish it for all of their Premium BellSouth Metro Ethernet Service connections within that Metro Ethernet Customer Network.

11. Q-Forwarding

Customers with a Premium BellSouth Metro Ethernet Service Arrangement may order the Q-Forwarding feature. Q-Forwarding provides VLAN aggregation across a common physical connection. This feature supports customer aggregation of traffic from multiple remote customer locations. This aggregated traffic can be transported back to a central location and across a common Premium Metro Ethernet Service interface. Q-Forwarding utilizes IEEE 802.1Q VLAN Tagging procedures.

While Q-Forwarding is available with BellSouth Premium Metro Ethernet Connections at 2 Mbps, 4 Mbps and 8 Mbps, this feature is subject to technical limitations set forth in Technical Reference 73632 when used with these speed connections. (N)

With Q-Forwarding, special technical considerations set forth in Technical Reference 73632 must be taken into account to determine the customer's CBW across their BellSouth Metro Ethernet Network.

The Q-Forwarding Service Establishment Charge is a charge to provision a Premium Metro Ethernet Connection with the Q-Forwarding feature and identify it as the host connection or the "aggregator" connection.

The Q-Forwarding Network Assignment Charge is a charge to provision any remote Premium connection to the Q-Forwarding host "aggregator" connection. The Q-Forwarding Network Assignment Charge applies for each remote Metro Ethernet Customer Network (VLAN) connected to the Q-Forwarding host "aggregator" connection.

12. VLAN Aggregation

Customers with a Virtual BellSouth Metro Ethernet Service Arrangement may order the VLAN Aggregation feature. VLAN Aggregation provides VLAN aggregation across a common physical connection. This feature supports customer aggregation of traffic from multiple remote customer locations. This aggregated traffic can be transported back to a central location and across a common Virtual Metro Ethernet Service interface. VLAN Aggregation utilizes IEEE 802.1Q VLAN Tagging procedures.

While VLAN Aggregation is available with BellSouth Virtual Metro Ethernet Connections at 2 Mbps, 4 Mbps and 8 Mbps, this feature is subject to technical limitations set forth in Technical Reference 73632 when used with these speed connections. (N)

The VLAN Aggregation Service Establishment Charge is a charge to provision a Virtual Metro Ethernet Connection with the VLAN Aggregation feature and identify it as the host connection or the "aggregator" connection.

The VLAN Aggregation Network Assignment Charge is a charge to provision any remote Virtual connection to the VLAN Aggregation host "aggregator" connection. The VLAN Aggregation Network Assignment Charge applies for each remote Metro Ethernet Customer Network (VLAN) connected to the VLAN Aggregation host "aggregator" connection.

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A40. FAST PACKET TRANSPORT SERVICES

A40.13 BellSouth Metro Ethernet Service (Cont'd)

A40.13.2 Regulations (Cont'd)

A. Explanation of Terms (Cont'd)

13. Class of Service (CoS) Profile

For each Virtual BellSouth Metro Ethernet Connection the customer must decide the mix of applications that will be supported on that Connection, the CoS mix that Virtual Connection must support, and the percentage of bandwidth to be assigned for each CoS (i.e., build a CoS profile for each Virtual Connection). The customer's bandwidth will be limited to the fixed speed associated with each CoS level. Therefore, total bandwidth available to support transmission of a specific CoS will depend upon the size of the customer's Connection and the specific CoS percentage the customer selected for that Connection. (N)

A customer may request a single CoS or up to four CoS to build the CoS Profile for a Virtual Connection. The customer determines the percentage bandwidth each CoS selected should be of the total Virtual Connection's bandwidth. The sum of the percentages for each CoS selected for a Virtual Connection must equal 100%. Additionally, the combined CoS bandwidth percentages selected in a customer's CoS Profile for Real-Time CoS plus Interactive CoS may not exceed 50%, except where the customer selects the 70% Real-Time CoS bandwidth percentage and has no Interactive traffic. (N)

A customer may select different CoS profiles for different Virtual Connections that share the same network VLAN, or Virtual Connection network arrangement. However, technical limitations exist as discussed in TR-73632 that limit the total number of different CoS profiles that can be utilized in a single Virtual Connection network arrangement. (N)

The CoS and percentage bandwidth selected for a Virtual Connection will define the applications that can be supported and its Quality of Service (QoS) attributes such as traffic priority, latency, packet loss rate, etc. QoS attributes are defined for each CoS. Each Virtual Connection will support Ethernet traffic representing one or more applications and CoS. Virtual Connections support the four following CoS: (N)

- Real-Time¹: This CoS supports VoIP applications. The Real-Time CoS is supported by a low latency queue. The Low Latency Queuing (LLQ) feature in the Ethernet network is used for support of the Real-Time CoS. (N)
- Interactive¹: This CoS supports interactive Video applications. The Interactive CoS is policed to a maximum bandwidth. (N)
- Business Critical: This CoS supports mission-critical business data applications. These applications tend to be data specific and may include medical imaging, electronic funds transfer, medical records transfer, etc. (N)
- Best-Effort: This CoS is the default CoS for all other traffic that is not defined as Business Critical, Real-Time or Interactive. Traffic that does not match the other CoS will be mapped as Best Effort. Traffic with the Best Effort CoS will have the lowest priority on the network and will support lower priority data applications, such as email and file transfer protocol (FTP). (N)

Each customer packet from a Virtual Connection will be classified and assigned to a specific CoS by methods identified in TR-73632. (N)

Note 1: The combined CoS bandwidth percentages selected in a customer's Virtual Connection CoS Profile for Real-Time CoS plus Interactive CoS may not exceed 50%, except where the customer selects the 70 Real-Time CoS bandwidth percentage and has no Interactive traffic. (N)

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A40. FAST PACKET TRANSPORT SERVICES

A40.13 BellSouth Metro Ethernet Service (Cont'd)

A40.13.2 Regulations (Cont'd)

A. Explanation of Terms (Cont'd)

14. Reconfiguration Changes

(T)(M)

A customer request to modify a BellSouth Metro Ethernet Service connection subsequent to the establishment of the connection is considered a reconfiguration change. Nonrecurring charges provided for processing certain reconfiguration changes are the Service Reconfiguration Charge and System Reconfiguration Charge. The appropriate reconfiguration charge is dependent upon the physical work required to fulfill the reconfiguration change request and applies as specifically set forth herein in lieu of other BellSouth Metro Ethernet Service nonrecurring charges. Such changes are not treated as disconnects and do not change minimum period requirements.

(M)

A Service Reconfiguration Charge is applicable as set forth herein this tariff for requests where the work required is a minor change that does not involve changing the physical service type¹. The Service Reconfiguration Charge is applicable as set forth in A40.13.2.C.5.b. following for a request to change an existing connection to a different connection that is the same physical service type¹ that is a lower order of service per the BellSouth Metro Ethernet hierarchy set forth in A40.13.2.C.4. following. The Service Reconfiguration Charge is also applicable for a request to change an existing Premium connection from fixed mode to burst mode (and vice versa), for a request to add or delete the Priority Plus feature on an existing Premium connection **and for a request to change the CoS Profile on an existing Virtual connection.**

(M)(C)

A System Reconfiguration Charge is applicable as set forth herein this tariff for requests where the work required involves changing to a different physical service type¹ or involves major support system changes. The System Reconfiguration Charge is applicable as set forth in A40.13.2.C.5.a. following for requests to change an existing connection to a different connection that is a different physical service type¹ that is a lower order of service per the BellSouth Metro Ethernet hierarchy set forth in A40.13.2.C.4. following. The System Reconfiguration Charge is also applicable to change the network channel terminating equipment (NCTE) interface option from optical to electrical (or vice-versa) and to change the premises powering options from AC power to DC power (or vice-versa).

(M)

15. Metro Ethernet Reporting Charge

(T)(M)

Customers with Premium **or Virtual** Metro Ethernet Service, as an optional feature, may order Metro Ethernet Reporting that provides customers a view into their BellSouth Metro Ethernet Service Network via a Web interface and Security Card. The Metro Ethernet Reporting charge provides Alarm Surveillance, Service Level Agreement Reporting, and Performance Reporting for the various network components that comprise the customer's BellSouth Metro Ethernet Service network. It is only available to customers purchasing Premium **or Virtual** BellSouth Metro Ethernet Service and is charged for each Premium **or Virtual** Metro Ethernet Service connection.

(C)(M)

Note 1: The physical service type/speed of each Metro Ethernet Connection is provided in A40.13.2.C.4. following.

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Material appearing on this page previously appeared on page(s) 21 of this section.

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A40. FAST PACKET TRANSPORT SERVICES

A40.13 BellSouth Metro Ethernet Service (Cont'd)

A40.13.2 Regulations (Cont'd)

A. Explanation of Terms (Cont'd)

16. Metro Ethernet Reporting Service Establishment Charge

The Service Establishment Charge is a nonrecurring charge that applies per BellSouth Metro Ethernet Service customer account. This service charge covers the initial establishment of the Metro Ethernet Reporting account for each customer. A customer with an existing Metro Ethernet Reporting customer account from another BellSouth jurisdiction may re-use that customer account.

17. Metro Ethernet Reporting Web Interface Charge

All customers purchasing Metro Ethernet Reporting must have a Web Interface. This connection allows the customer to access and monitor their network via the Web. Each web interface provides for one concurrent access; additional concurrent accesses will require additional web interfaces. The first Web Interface is included in the initial installation of the Metro Ethernet Reporting feature. A monthly charge and a non-recurring charge are applicable for each additional Web Interface connection.

18. Metro Ethernet Security Card Charge

A Security Card is required for each Web Interface. Each security card can only be used for a single concurrent access and can be associated with only one web interface. A Security Card charge will apply for initial and additional cards, or for the issuance of additional cards to replace lost, damaged or expired cards. A nonrecurring charge is applicable per Security Card.

19. Automatic Protection Switching (APS)

Automatic Protection Switching (APS) is an optional feature that provides customers with the option of having data channel survivability through the use of a secondary path that is diverse from the path provided with their primary Metro Ethernet Connection. **However, APS is not available for a 2 Mbps, 4 Mbps or 8 Mbps Connection.**

(C)

20. Service Level Agreements (SLAs)

BellSouth Metro Ethernet Service Customer networks comprised of Premium Connections or Virtual Connections with Metro Ethernet Reporting are provided Service Level Agreements (SLAs) for the Telephone Company's repair and performance commitments for this service. Credits are provided for missed commitments on such service. The specific SLA commitments and credits applicable are set forth in Section A40.13.2.B.6. following for Premium Connections and in Section A40.13.2.B.7. following for Virtual Connections.

B. Basis of Offering

1. Suspension of service is not allowed.

2. BellSouth Metro Ethernet Service is available 24 hours per day, 7 days per week, except for preventive maintenance.

3. Obligations of customer and Company

- a. The Company is not responsible for the installation, operation, or maintenance of any equipment provided by the customer.
- b. The customer is responsible for the provision and maintenance of all customer provided equipment and to insure that the operating characteristics of this equipment is comparable with and does not interfere with the service offered by the Company.
- c. At the Service Connection point the customer's signals must conform to IEEE Standards 802.3, 802.3u or 802.3z. To meet end-to-end delay requirements contained in these aforementioned standards, the customer may be required to provide additional equipment.
- d. Application testing described in A2.5.11 of this Tariff is not available for BellSouth Metro Ethernet Service components and features.

4. The minimum service period for all BellSouth Metro Ethernet Service tariff components is twelve months.

5. Due to the nature of BellSouth Metro Ethernet Service it will be necessary to perform preventive maintenance and software updates. This will mean that BellSouth Metro Ethernet Service and BellSouth Metro Ethernet Reporting will be unavailable during the period of time when preventive maintenance is being performed. This could result in BellSouth Metro Ethernet Service and BellSouth Metro Ethernet Reporting being unavailable during the period of time between 1:00 AM and 5:00AM Eastern Time on any given Monday or Sunday morning. The Company upon written notice to the customer may adjust the maintenance window.

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A40. FAST PACKET TRANSPORT SERVICES

A40.13 BellSouth Metro Ethernet Service (Cont'd)

A40.13.2 Regulations (Cont'd)

B. Basis of Offering (Cont'd)

6. Service Level Agreement *for Premium BellSouth Metro Ethernet Service*

BellSouth Metro Ethernet Service Level Agreements (SLAs) specify the Company's repair and performance commitments for Metro Ethernet Reporting customers. Credits are provided for missed commitments to Premium customers purchasing the Metro Ethernet Reporting feature. Credits only apply for portions of service provided by the Company. The following service measurements will outline the service levels the Company will deliver to Metro Ethernet Reporting customers *with Premium Metro Ethernet Connections. Details of the technical measurements and performance results methodologies for each commitment are provided in BellSouth Technical Reference TR-73632.*

Repair

- BellSouth Metro Ethernet Service Time-to-Repair¹
- Repair commitments are measured on a per occurrence basis

Network Service Levels

- BellSouth Metro Ethernet Service Network Availability
- BellSouth Metro Ethernet Service Network Latency
- Network Service Level Commitments are monthly performance measurements

a. SLA Definitions:

BellSouth Metro Ethernet Service Time-To-Repair

- BellSouth Metro Ethernet Service Time-To-Repair measures the outage duration on a customer's connection. This measure will require the customer to report the problem to the BellSouth repair center.
- The repair interval will start with the time entered on the trouble ticket and end when fault is re-mediated. The Service Level Commitment measurement will be based on each individual trouble ticket for a Customer Connection. Time for scheduled maintenance windows does not count towards SLA threshold.

BellSouth Metro Ethernet Service Network Availability

- BellSouth Metro Ethernet Service Network Availability measures the percentage of time the customer's service is unavailable on the core network. Core network is defined as being from the Ethernet switch serving the customer's A-end to the Ethernet switch serving the customer's B-end. Customer networks that do not traverse the core network are not eligible for the Network Availability SLA and one will not be provided.
- The Service Level Commitment will be calculated by measuring and summing the outage for each network component used by the customer, divided by the total number of components, times the total service time for a particular calendar month. Excluded from the outage time and service time are scheduled maintenance windows and time the network was unavailable due to circumstances outside the Company's control.

Note 1: SLA not applicable if missed due to LightGate service or SMARTRing service outage where BellSouth Metro Ethernet Service is using LightGate service or SMARTRing service as alternate transport.

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A40. FAST PACKET TRANSPORT SERVICES

A40.13 BellSouth Metro Ethernet Service (Cont'd)

A40.13.2 Regulations (Cont'd)

Basis of Offering (Cont'd)

6. Service Level Agreement *for Premium BellSouth Metro Ethernet Service* (Cont'd)

(T)

a. SLA Definitions: (Cont'd)

BellSouth Metro Ethernet Service Network Latency -

- BellSouth Metro Ethernet Service Network Latency measures average one-way delay in milliseconds within the core network. Core Network is defined as being from the Ethernet switch serving the customer's A-end to the Ethernet switch serving the customer's B-end. Customer networks that do not span more than one switch in the core network are not eligible for the Network Latency SLA and one will not be provided.
- The Service Level Commitment will be calculated by averaging the measured latency within the Metro Ethernet Customer Network between each pair of connections over a thirty-day period.

b. The Company's Service Level Commitments for BellSouth Metro Ethernet Service are as follows:

- BellSouth Metro Ethernet Service Time-To-Repair - 4 hours
- BellSouth Metro Ethernet Service Network Availability - 99.9%
- BellSouth Metro Ethernet Service Network Latency - 55 milliseconds

c. SLA Restrictions

- The Company will implement SLA provisioning restrictions that will define customer network design requirements and limitations to BellSouth's commitment to meet Service Levels for BellSouth Metro Ethernet Service. The customer network design requirements are as follows:
- A customer must subscribe to the Metro Ethernet Premium Service with Metro Ethernet Reporting to receive credits for missed Service Level Commitments.
- Credits are not provided for partial month service.
- A customer's account must be current to receive a credit.

SLA credits do not apply when any stated objective is not met because the Company does not have control over the circumstances causing the objective to be missed. Situations over which the Company does not have control *include*, but *are* not limited to, the following:

(T)

- any act, any omission or negligence on the part of the customer, any other customer or any third party, or of any other entity providing a portion of the service,
- labor difficulties, governmental orders, civil commotions, declared National Emergencies, criminal actions against the Company, acts of God, war, or other circumstances beyond the Company's control,
- the customer's premises equipment, and
- unavailability of the customer's facilities and/or equipment including customer-provided power and environmental conditions for BellSouth-owned and operated equipment located on the customer's premise.

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A40. FAST PACKET TRANSPORT SERVICES

A40.13 BellSouth Metro Ethernet Service (Cont'd)

A40.13.2 Regulations (Cont'd)

B. Basis of Offering (Cont'd)

6. Service Level Agreement *for Premium Metro Ethernet Service* (Cont'd)

(T)

c. SLA Restrictions (Cont'd)

The customer must request a credit within one calendar month of the Company missing a BellSouth Metro Ethernet Service Level Commitment. *A customer request for a Network Service Level SLA credit must be submitted on a standard request form issued by the Company that includes the month the SLA commitment was missed, accurate identification of the affected circuit, and the observed measurement of the specific SLA that was missed. A customer request for a Repair SLA credit must be submitted on a standard request form issued by the Company that includes the month the SLA commitment was missed, accurate identification of the affected circuit, and the trouble ticket number of the repair request.* The Company will investigate customer requests for any SLA credits to determine the cause of any performance failures reported by the customer. The Company will investigate the customer's request over a period of up to 45 calendar days. The 45-day period will begin when the customer makes the request for credit with their BellSouth Sales Representative. SLA credits will be provided to the customer if the Company determines that the Company had control over the circumstances causing the failure.

(T)

d. SLA Credits for Metro Ethernet Reporting

The following credits will apply when the Company misses a Service Level Commitment (each credit is described in (1) thru (3) following):

BellSouth Metro Ethernet Service Time-To-Repair

0 to 4 hours per incident – No Credit

Over 4 hours to 24 hours per incident – Credit 3 days MRC

Each additional 24-hour period, per incident – Credit additional 3 days MRC

BellSouth Metro Ethernet Service Network Availability – Credit 3 days MRC

BellSouth Metro Ethernet Service Network Latency – Credit 3 days MRC

The SLA credit amount will be determined by applying the credits outlined above to the rate elements or total billed revenues specified following. Credits for all SLAs for a calendar month cannot exceed the MRC for the BellSouth Metro Ethernet Service components. Credits are not provided for partial month service.

- (1) BellSouth Metro Ethernet Service Time-To-Repair Credit - The Service Level Commitment measurement will be based on each individual trouble ticket for a Customer Connection. Multiple trouble tickets on the same day for the same Customer Connection will only be eligible for one time-to-repair credit. Credit will apply to all Monthly Recurring Charges associated with the affected customer connections.
- (2) BellSouth Metro Ethernet Service Network Availability Credit –The credit will apply for each BellSouth Metro Ethernet Service Connection that does not meet the availability commitment. Credit will apply to all Monthly Recurring Charges associated with the affected customer connections. BellSouth Metro Ethernet Networks that do not traverse the core network are not eligible for credits under the BellSouth Metro Ethernet Service Network Availability SLA.
- (3) BellSouth Metro Ethernet Service Network Latency Credit – The credit will apply for each Metro Ethernet Service Connection that does not meet the latency commitment. Credit will apply to all Monthly Recurring Charges associated with the affected customer connections. BellSouth Metro Ethernet Networks that do not traverse the core network are not eligible for credits under the BellSouth Metro Ethernet Service Network Latency SLA

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A40. FAST PACKET TRANSPORT SERVICES

A40.13 BellSouth Metro Ethernet Service (Cont'd)

A40.13.2 Regulations (Cont'd)

B. Basis of Offering (Cont'd)

7. Service Level Agreement for Virtual BellSouth Metro Ethernet Service

BellSouth Metro Ethernet Service Level Agreements (SLAs) specify the Company's repair and performance commitments for Metro Ethernet Reporting customers. Credits are provided for missed commitments to Virtual customers purchasing the Metro Ethernet Reporting feature. Credits only apply for portions of service provided by the Company. The following service measurements will outline the service levels the Company will deliver to Metro Ethernet Reporting customers with Virtual Metro Ethernet Connections. SLAs will be applied on a per Class of Service (CoS) basis for Virtual Connections; traffic representing the different CoS (i.e., Real-Time, Interactive, Business Critical and Best Effort) transported across the same Virtual Connection will have different SLAs. Details of the technical measurements and performance results methodologies for each commitment are provided in BellSouth Technical Reference TR-73632.

Repair

- BellSouth Metro Ethernet Service Time-to-Repair¹
- Repair commitments are measured on a per occurrence basis for all CoS

Network Service Levels

- BellSouth Metro Ethernet Service Network Availability
- BellSouth Metro Ethernet Service Network Latency²
- BellSouth Metro Ethernet Service Network Jitter^{2, 3}
- BellSouth Metro Ethernet Service Network Packet Delivery²
- Network Service Level Commitments are monthly performance measurements by CoS

a. SLA Definitions:

BellSouth Metro Ethernet Service Time-To-Repair

- BellSouth Metro Ethernet Service Time-To-Repair measures the outage duration on a customer's connection for all CoS. This measure will require the customer to report the problem to the BellSouth repair center.
- The repair interval will start with the time entered on the trouble ticket and end when fault is re-mediated. The Service Level Commitment measurement will be based on each individual trouble ticket for a Customer Connection. Time for scheduled maintenance windows does not count towards SLA threshold.

BellSouth Metro Ethernet Service Network Availability

- BellSouth Metro Ethernet Service Network Availability measures the percentage of time by CoS during a calendar month that the customer's service is unavailable on the core network. Core network is defined as being from the Ethernet switch serving the customer's A-end to the Ethernet switch serving the customer's B-end. Customer networks that do not traverse the core network (i.e., do not span more than one switch in the core network) are not eligible for the Network Availability SLA and one will not be provided.
- The Service Level Commitment will be calculated by CoS by measuring and summing the outage for each network component used by the customer, divided by the total number of components, times the total service time for a particular calendar month. Excluded from the outage time and service time are scheduled maintenance windows and time the network was unavailable due to circumstances outside the Company's control.

Note 1: SLA not applicable if missed due to LightGate service or SMARTRing service outage where BellSouth Metro Ethernet Service is using LightGate service or SMARTRing service as alternate transport.

Note 2: SLA not applicable for Best Effort CoS.

Note 3: SLA not applicable for Business Critical CoS.

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A40. FAST PACKET TRANSPORT SERVICES

A40.13 BellSouth Metro Ethernet Service (Cont'd)

A40.13.2 Regulations (Cont'd)

B. Basis of Offering (Cont'd)

7. Service Level Agreement for Virtual Metro Ethernet Service (Cont'd)

a. SLA Definitions: (Cont'd)

BellSouth Metro Ethernet Service Network Latency -

- BellSouth Metro Ethernet Service Network Latency measures average one-way delay in milliseconds within the core network. Core Network is defined as being from the Ethernet switch serving the customer's A-end to the Ethernet switch serving the customer's B-end. Customer networks that do not span more than one switch in the core network are not eligible for the Network Latency SLA and one will not be provided. (N)
- The Service Level Commitment will be calculated for each CoS (except the Best Effort CoS) by averaging the measured latency for each eligible CoS within the Metro Ethernet Customer Network between each pair of connections over a thirty-day period. (N)

BellSouth Metro Ethernet Service Network Jitter -

- BellSouth Metro Ethernet Service Network Jitter measures the average variability, measured in time (milliseconds) between the actual packet transmission rate and the expected packet transmission rate with the core network for Interactive and Real-Time CoS. Core Network is defined as being from the Ethernet switch serving the customer's A-end to the Ethernet switch serving the customer's B-end. Customer networks that do not span more than one switch in the core network are not eligible for the Network Jitter SLA and one will not be provided. (N)
- The Service Level Commitment will be calculated for the Interactive CoS and Real-Time CoS by averaging the measured jitter of simulated traffic for each of the customer's eligible CoS queue within the Metro Ethernet Customer Network between each pair of connections over a thirty-day period. (N)

BellSouth Metro Ethernet Service Network Packet Delivery -

- BellSouth Metro Ethernet Service Network Packet Delivery measures the percentage of packets conforming to the committed bandwidth profile that are delivered across the core network, without being dropped or lost as a result of a fault within the Virtual Ethernet network. Core Network is defined as being from the Ethernet switch serving the customer's A-end to the Ethernet switch serving the customer's B-end. Customer networks that do not span more than one switch in the core network are not eligible for the Network Packet Delivery SLA and one will not be provided. (N)
- The Service Level Commitment will be calculated for each CoS (except the Best Effort CoS) by averaging the measured packet delivery for each eligible CoS within the Metro Ethernet Customer Network between each pair of connections over a thirty-day period. (N)

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A40. FAST PACKET TRANSPORT SERVICES

A40.13 BellSouth Metro Ethernet Service (Cont'd)

A40.13.2 Regulations (Cont'd)

B. Basis of Offering (Cont'd)

7. Service Level Agreement for Virtual Metro Ethernet Service (Cont'd)

b. The Company's Service Level Commitments for Virtual BellSouth Metro Ethernet Service are as follows:

- BellSouth Metro Ethernet Service Time-To-Repair : (N)
 - . Best Effort CoS: 4 hours or less (N)
 - . Business Critical CoS: 4 hours or less (N)
 - . Interactive CoS: 4 hours or less (N)
 - . Real-Time CoS: 4 hours or less (N)
- BellSouth Metro Ethernet Service Network Availability : (N)
 - . Best Effort CoS: 99.500% or greater (N)
 - . Business Critical CoS: 99.995% or greater (N)
 - . Interactive CoS: 99.995% or greater (N)
 - . Real-Time CoS: 99.995% or greater (N)
- BellSouth Metro Ethernet Service Network Latency (one-way) : (N)
 - . Best Effort CoS: Not Applicable (N)
 - . Business Critical CoS: 15 milliseconds or less (N)
 - . Interactive CoS: 5 milliseconds or less (N)
 - . Real-Time CoS: 5 milliseconds or less (N)
- BellSouth Metro Ethernet Service Network Jitter : (N)
 - . Best Effort CoS: Not Applicable (N)
 - . Business Critical CoS: Not Applicable (N)
 - . Interactive CoS: 1 millisecond or less (N)
 - . Real-Time CoS: 1 millisecond or less (N)
- BellSouth Metro Ethernet Service Network Packet Delivery : (N)
 - . Best Effort CoS: Not Applicable (N)
 - . Business Critical CoS: 99.900% or greater (N)
 - . Interactive CoS: 99.950% or greater (N)
 - . Real-Time CoS: 99.995% or greater (N)

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A40. FAST PACKET TRANSPORT SERVICES

A40.13 BellSouth Metro Ethernet Service (Cont'd)

A40.13.2 Regulations (Cont'd)

B. Basis of Offering (Cont'd)

7. Service Level Agreement for Virtual Metro Ethernet Service (Cont'd)

c. SLA Restrictions

- The Company will implement SLA provisioning restrictions that will define customer network design requirements and limitations to BellSouth's commitment to meet Service Levels for BellSouth Metro Ethernet Service. The customer network design requirements are as follows: (N)
- A customer must subscribe to the Metro Ethernet Virtual Service with Metro Ethernet Reporting to receive credits for missed Service Level Commitments. (N)
- Credits are not provided for partial month service. (N)
- A customer's account must be current to receive a credit. (N)

SLA credits do not apply when any stated objective is not met because the Company does not have control over the circumstances causing the objective to be missed. Situations over which the Company does not have control include, but are not limited to, the following: (N)

- any act, any omission or negligence on the part of the customer, any other customer or any third party, or of any other entity providing a portion of the service, (N)
- labor difficulties, governmental orders, civil commotions, declared National Emergencies, criminal actions against the Company, acts of God, war, or other circumstances beyond the Company's control, (N)
- the customer's premises equipment, and (N)
- unavailability of the customer's facilities and/or equipment including customer-provided power and environmental conditions for BellSouth-owned and operated equipment located on the customer's premise. (N)

The customer must request a credit within one calendar month of the Company missing a BellSouth Metro Ethernet Service Level Commitment. A customer request for a Network Service Level SLA credit must be submitted on a standard request form issued by the Company that includes the month the SLA commitment was missed, accurate identification of the affected circuit, and the observed measurement of the specific SLA that was missed. A customer request for a Repair SLA credit must be submitted on a standard request form issued by the Company that includes the month the SLA commitment was missed, accurate identification of the affected circuit, and the trouble ticket number of the repair request. The Company will investigate customer requests for any SLA credits to determine the cause of any performance failures reported by the customer. The Company will investigate the customer's request over a period of up to 45 calendar days. The 45-day period will begin when the customer makes the request for credit with their BellSouth Sales Representative. SLA credits will be provided to the customer if the Company determines that the Company had control over the circumstances causing the failure. (N)

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A40.13 BellSouth Metro Ethernet Service (Cont'd)

A40.13.2 Regulations (Cont'd)

B. Basis of Offering (Cont'd)

7. Service Level Agreement for Virtual Metro Ethernet Service (Cont'd)

d. SLA Credits for Metro Ethernet Reporting

The following credits will apply when the Company misses a Service Level Commitment (each credit is described in (1) thru (3) following). A maximum of one credit will be applied monthly per Connection for an SLA not met for any CoS that is supported by the customer's CoS profile (i.e., a maximum of one credit is applicable for an SLA even if missed for multiple CoS).

BellSouth Metro Ethernet Service Time-To-Repair

0 to 4 hours per incident – No Credit

Over 4 hours to 24 hours per incident – Credit 3 days MRC

Each additional 24-hour period, per incident – Credit additional 3 days MRC

BellSouth Metro Ethernet Service Network Availability – Credit 3 days MRC

BellSouth Metro Ethernet Service Network Latency – Credit 3 days MRC

BellSouth Metro Ethernet Service Network Jitter – Credit 3 days MRC

BellSouth Metro Ethernet Service Network Packet Delivery – Credit 3 days MRC

The SLA credit amount will be determined by applying the credits outlined above to the rate elements or total billed revenues specified following. Credits for all SLAs for a calendar month cannot exceed the MRC for the BellSouth Metro Ethernet Service components. Credits are not provided for partial month service.

(1) BellSouth Metro Ethernet Service Time-To-Repair Credit - The Service Level Commitment measurement will be based on each individual trouble ticket for a Customer Connection. Multiple trouble tickets on the same day for the same Customer Connection will only be eligible for one time-to-repair credit. Credit will apply to all Monthly Recurring Charges associated with the affected customer connections.

(2) BellSouth Metro Ethernet Service Network Availability Credit –The credit will apply for each BellSouth Metro Ethernet Service Connection that does not meet the availability commitment. Credit will apply to all Monthly Recurring Charges associated with the affected customer connections.

(3) BellSouth Metro Ethernet Service Network Latency Credit – The credit will apply for each Metro Ethernet Service Connection that does not meet the latency commitment for any eligible CoS. Credit will apply to all Monthly Recurring Charges associated with the affected customer connections. BellSouth Metro Ethernet Networks that do not traverse the core network are not eligible for credits under the BellSouth Metro Ethernet Service Network Latency SLA

(4) BellSouth Metro Ethernet Service Network Jitter Credit –The credit will apply for each BellSouth Metro Ethernet Service Connection that does not meet the jitter commitment for any eligible CoS. Credit will apply to all Monthly Recurring Charges associated with the affected customer connections. BellSouth Metro Ethernet Networks that do not traverse the core network are not eligible for credits under the BellSouth Metro Ethernet Service Network Jitter SLA.

(5) BellSouth Metro Ethernet Service Network Packet Delivery Credit –The credit will apply for each BellSouth Metro Ethernet Service Connection that does not meet the packet delivery commitment for any eligible CoS. Credit will apply to all Monthly Recurring Charges associated with the affected customer connections. BellSouth Metro Ethernet Networks that do not traverse the core network are not eligible for credits under the BellSouth Metro Ethernet Service Network Packet Delivery SLA.

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ISSUED: June 1, 2006
BY: E.C. Roberts, Jr., President - KY
Louisville, Kentucky

EFFECTIVE: June 16, 2006

A40. FAST PACKET TRANSPORT SERVICES

A40.13 BellSouth Metro Ethernet Service (Cont'd)

A40.13.2 Regulations (Cont'd)

C. Provision of Service

1. Rates and charges contained in this Tariff consist of the following elements:

- a. Basic BellSouth Metro Ethernet Service Connection
- b. Premium BellSouth Metro Ethernet Service Connection
- c. Dedicated BellSouth Metro Ethernet Service Connection
- d. Virtual BellSouth Metro Ethernet Service Connection
- e. BellSouth Metro Ethernet Service Additional Mileage Charges
- f. Priority Plus
- g. Q-Forwarding
- h. VLAN Aggregation
- i. Metro Ethernet Reporting
- j. Class of Service (CoS) Profile
- k. Automatic Protection Switching (APS)
- l. Service Reconfiguration
- m. System Reconfiguration

(N)
(T)
(T)
(T)
(N)
(T)
(N)
(T)
(T)
(T)

2. All service connection charges for BellSouth Metro Ethernet Service are included in the respective nonrecurring charges specified herein.
3. BellSouth Metro Ethernet Service Connections are provided utilizing various Ethernet equipment configurations referred to herein as "physical service types". The physical service type of each BellSouth Metro Ethernet Connection is provided in the chart in A40.13.2.C.4. following.

A hierarchy of the various BellSouth Metro Ethernet Service Connections by capability (i.e., dedicated, basic, premium *or virtual*) and speed is provided in the chart in A40.13.2.C.4. following. This chart provides a higher order of service ranking that is utilized to determine the appropriate nonrecurring charge for reconfiguration requests.

(C)

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A40. FAST PACKET TRANSPORT SERVICES

A40.13 BellSouth Metro Ethernet Service (Cont'd)

A40.13.2 Regulations (Cont'd)

C. Provision of Service (Cont'd)

4. The following informational chart provides the physical service type of each BellSouth Metro Ethernet Connection and provides the other BellSouth Metro Ethernet Connections which are considered to be a higher order of service (i.e., the BellSouth Metro Ethernet Service hierarchy).

Metro Ethernet Connection (Mbps):	Physical Service Type:	Higher Order of Service (Mbps):	
- Dedicated 100	Dedicated I	Basic 1000; Dedicated 1000; Premium ¹ 100,250,500; Virtual 50,80,100,200,300,450,600,750,900	
- Dedicated 1000	Dedicated II	Premium ¹ 500; Virtual 450,600,750,900	
- Basic 2	Basic 0	Basic 4,8,10,100,1000; Premium ¹ 2, 4, 8,10,20,50,100,250,500; Virtual 2,4,8,10,20,50,80,100,200,300,450,600,750,900	(N)
- Basic 4	Basic 0	Basic 8,10,100,1000; Premium ¹ 4, 8,10,20,50,100,250,500; Virtual 4,8,10,20,50,80,100,200,300,450,600,750,900	(N)
- Basic 8	Basic 0	Basic 10,100,1000; Premium ¹ 8,10,20,50,100,250,500; Virtual 8,10,20,50,80,100,200,300,450,600,750,900	(N)
- Basic 10	Basic I	Basic 100,1000; Premium ¹ 10,20,50,100,250,500; Virtual 10,20,50,80,100,200,300,450,600,750,900	
- Basic 100	Basic II	Basic 1000; Premium ¹ 100,250,500; Virtual 80,100,200,300,450,600,750,900	
- Basic 1000	Basic III	Premium ¹ 500; Virtual 450,600,750,900	
- Premium 2	Premium 0	Basic 100,1000; Premium ¹ 4,8,10,20,50,100,250,500; Virtual 2,4,8,10,20,50,80,100,200,300,450,600,750,900	(N)
- Premium 4	Premium 0	Basic 100,1000; Premium ¹ 8,10,20,50,100,250,500; Virtual 4,8,10,20,50,80,100,200,300,450,600,750,900	(N)
- Premium 8	Premium 0	Basic 100,1000; Premium ¹ 10,20,50,100,250,500; Virtual 8,10,20,50,80,100,200,300,450,600,750,900	(N)
- Premium ¹ 10	Premium I	Basic 1000; Premium ¹ 20,50,100,250,500; Virtual 10,20,50,80,100,200,300,450,600,750,900	
- Premium ¹ 20	Premium I	Basic 1000; Premium ¹ 50,100, 250,500; Virtual 20,50,80,100,200,300,450,600,750,900	
- Premium ¹ 50	Premium I	Premium ¹ 100,250,500; Virtual 50,80,100,200,300,450,600,750,900	
- Premium ¹ 100	Premium II	Premium ¹ 250,500; Virtual 100,200,300,450,600,750,900	
- Premium ¹ 250	Premium II	Premium ¹ 500; Virtual 300,450,600,750,900	
- Premium ¹ 500	Premium II	Virtual 450,600,750,900	
- Virtual 2	Virtual 0	Basic 100,1000; Premium ¹ 10,20,50,100,250,500; Virtual 4,8,10,20,50,80,100,200,300,450,600,750,900	(N)
- Virtual 4	Virtual 0	Basic 100,1000; Premium ¹ 10,20,50,100,250,500; Virtual 8,10,20,50,80,100,200,300,450,600,750,900	(N)
- Virtual 8	Virtual 0	Basic 100,1000; Premium ¹ 10,20,50,100,250,500; Virtual 10,20,50,80,100,200,300,450,600,750,900	(N)
- Virtual 10	Virtual I	Basic 1000; Premium ¹ 20,50,100,250,500; Virtual 20,50,80,100,200,300,450,600,750,900	
- Virtual 20	Virtual I	Basic 1000; Premium ¹ 50,100,250,500; Virtual 50,80,100,200,300,450,600,750,900	
- Virtual 50	Virtual I	Basic 1000; Premium ¹ 100,250,500; Virtual 80,100,200,300,450,600,750,900	
- Virtual 80	Virtual I	Basic 1000; Premium ¹ 100,250,500; Virtual 100,200,300,450,600,750,900	
- Virtual 100	Virtual II	Premium ¹ 250,500; Virtual 200,300,450,600,750,900	
- Virtual 200	Virtual II	Premium ¹ 500; Virtual 300,450,600,750,900	
- Virtual 300	Virtual II	Premium ¹ 500; Virtual 450,600,750,900	
- Virtual 450	Virtual II	Virtual 600,750,900	
- Virtual 600	Virtual II	Virtual 750,900	
- Virtual 750	Virtual II	Virtual 900	
- Virtual 900	Virtual II	None offered at this time	

Note in the above chart that Dedicated/Basic 1 Gbps services are referred to as Dedicated/Basic 1000 Mbps.

Note 1: Fixed Mode or Burst Mode.

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By 

Executive Director

EFFECTIVE: June 16, 2006

A40. FAST PACKET TRANSPORT SERVICES

A40.13 BellSouth Metro Ethernet Service (Cont'd)

A40.13.2 Regulations (Cont'd)

C. Provision of Service (Cont'd)

5. Requests by a customer to change from one BellSouth Metro Ethernet Service arrangement to another BellSouth Metro Ethernet Service arrangement will be considered as reconfiguration change requests. Such reconfiguration changes are not treated as disconnects and do not change minimum period requirements. These requests must be for the same customer at the same location, and the service orders to accomplish the reconfiguration change requested must be related together and have no lapse in service.
 - a. A customer request to change an existing BellSouth Metro Ethernet Service arrangement to a new arrangement that is a different physical service type (per the hierarchy chart) is considered a system reconfiguration request.

If the new arrangement requested is a lower order of service, the System Reconfiguration Charge shall apply.

If the new arrangement requested is a higher order of service, nonrecurring charges shall not apply (i.e., the System Reconfiguration Charge is not applicable).
 - b. A customer request to change an existing BellSouth Metro Ethernet Service arrangement to a new arrangement that is the same physical service type (per the hierarchy chart) is considered a service reconfiguration request.

If the new arrangement requested is a lower order of service, the Service Reconfiguration Charge shall apply.

If the new arrangement requested is a higher order of service, nonrecurring charges shall not apply (i.e., the Service Reconfiguration Charge is not applicable).
6. A request to modify an existing BellSouth Metro Ethernet Connection as set forth following does not change the order of service or physical service type from the existing connection. Such a change is not treated as a disconnect, and there will be no change in the minimum period requirements. (N)
 - a. A Premium BellSouth Metro Ethernet Connection-Fixed Mode and Premium BellSouth Metro Ethernet Connection-Burst Mode of the same speed are considered to be the same order of service and same physical service type. A Service Reconfiguration Charge is applicable for a customer request to reconfigure a Premium BellSouth Metro Ethernet Connection from Fixed Mode to Burst Mode (at the same speed), or vice versa; this nonrecurring charge is in lieu of the nonrecurring charge for the new connection. (N)
 - b. A request to modify the CoS Profile on an existing Virtual BellSouth Metro Ethernet Connection is not considered as a request to change the order of service or physical service type. A Service Reconfiguration Charge is applicable for such a request. (N)
7. Customers cannot mix BellSouth Metro Ethernet Service and Native Mode LAN Interconnection (NMLI) Services from A40.3 preceding on the same Metro Ethernet Customer Network. (T)
8. A System Reconfiguration Charge is applicable for a customer request to change the premises powering option (AC power to DC power, or vice versa) or NCTE signaling interface option (optical to electrical, or vice versa) on an existing BellSouth Metro Ethernet Connection. Such a change is not treated as a disconnect and there will be no change in the minimum period requirements. (T)
9. Customers who subscribe to Metro Ethernet Reporting must monitor their entire BellSouth Metro Ethernet Network. (T)

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A40. FAST PACKET TRANSPORT SERVICES

A40.13 BellSouth Metro Ethernet Service (Cont'd)

A40.13.2 Regulations (Cont'd)

C. Provision of Service (Cont'd)

10. Automatic Protection Switching (APS) is an optional feature available, except as specified otherwise herein, to a customer with a Basic, Premium *or Virtual* BellSouth Metro Ethernet Service Connection. The APS feature provides customers with the option of having data channel (i.e., facilities from the customer premises to the BellSouth Metro Ethernet Service wire center) survivability through the use of a secondary transport path that is diverse from the path provided with their primary Metro Ethernet Connection. This secondary transport path (i.e., data channel) is provided for a specific Metro Ethernet Connection (i.e., the primary) with the selection of the APS feature which then provides the customer with complete path protection.

(C)

With APS, the primary Metro Ethernet Connection's data channel is monitored for threshold violations or path failures with a fail-over to the secondary data channel path provided via the APS feature. The APS data channel is checked periodically to ensure its availability if a failure of the primary Metro Ethernet Connection's data channel occurs.

APS may be ordered as a structurally diverse transport path (Structural Protection) or a route diverse transport path (Route Protection).

Structural Protection APS is defined as the APS facility and the primary Metro Ethernet Connection facility being in separate sheaths in separate structures located along the same route (e.g., underground/underground, buried/underground, aerial/underground, aerial/buried, buried/buried, and aerial/aerial), or along different routes at the Telephone Company's discretion.

Route Protection APS is defined as the APS facility being in a separate sheath within alternate underground, aerial or direct buried structures that are run along separate physical paths from the facilities associated with the primary Metro Ethernet Connection. No precise distance separation is specified between the paths; although the separation is sufficient to preclude one disruptive event from affecting both routes.

The APS feature is billed based upon the actual total route miles in a customer's specific Structural Protection APS or Route Protection APS design as determined by the Telephone Company. The term "route miles" is defined for this application to be the actual physical distance or length (not airline mileage), rounded up to the next whole mile, of the unique APS facility designed for each individual customer premises. Total route miles are measured between the customer premises and its serving wire center, plus route miles between the serving wire center and any intermittent wire centers in the path designed to reach the BellSouth Metro Ethernet wire center associated with the primary Metro Ethernet Connection (i.e., the wire center where the BellSouth Metro Ethernet switching equipment is located).

The APS rate element provides the alternate data channel transport and APS equipment in the BellSouth Metro Ethernet Service wire center associated with the primary Metro Ethernet Connection. Actual total route mileage for the customer's APS design is determined from a Service Inquiry. The route mileage determined from this Telephone Company Service Inquiry is used for billing purposes and is the sole determinant of such mileage (i.e., not subject to dispute).

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BY: E.C. Roberts, Jr., President - KY
Louisville, Kentucky

A40. FAST PACKET TRANSPORT SERVICES

A40.13 BellSouth Metro Ethernet Service (Cont'd)

A40.13.2 Regulations (Cont'd)

C. Provision of Service (Cont'd)

11. Basic, Premium and Virtual BellSouth Metro Ethernet Service Connections of 10 Mbps or higher may alternatively be provided to a customer premises over the customer's LightGate service or SMARTRing service. (N)

The customer is required to purchase the appropriate LightGate service or SMARTRing service BellSouth Metro Ethernet Backbone interfaces that are a bandwidth equal to the bandwidth of the BellSouth Metro Ethernet Service backbone transport that is standard for the specific type and speed of BellSouth Metro Ethernet Service Connection serving that customer premises. (A chart is provided herein which sets forth the backbone bandwidth of each type and speed of BellSouth Metro Ethernet Service Connection.) Standard BellSouth Metro Ethernet Service features are available on such alternative arrangements, with the exception that Automatic Protection Switching is not available. (N)

For such applications using LightGate service or SMARTRing service as alternate transport, the BellSouth Metro Ethernet Service Connection will provide data channel transport to connect the termination of the LightGate service or SMARTRing service at the central office node, to the BellSouth Metro Ethernet Service wire center associated with the BellSouth Metro Ethernet Service Connection (i.e., the central office of the Metro Ethernet Service switch). (N)

When the LightGate service or SMARTRing service central office node is located greater than 10 miles from the BellSouth Metro Ethernet Service wire center, BellSouth Metro Ethernet Service Additional Mileage charges will also be applicable. (N)

<u>Metro Ethernet Connection</u>	<u>Metro Ethernet Backbone Bandwidth</u>
Basic 10 Mbps	100 Mbps (1 STS-1)
Basic 100 Mbps	100 Mbps (3 STS-1)
Basic 1000 Mbps	1000 Mbps
Premium 10, 20, 50 Mbps	100 Mbps (3 STS-1)
Premium 100, 250, 500 Mbps	1000 Mbps
Virtual 10, 20, 50, 80 Mbps	100 Mbps (3 STS-1)
Virtual 100, 200, 300, 450, 600, 750, 900 Mbps	1000 Mbps

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Executive Director

A40. FAST PACKET TRANSPORT SERVICES

A40.13 BellSouth Metro Ethernet Service (Cont'd)

A40.13.2 Regulations (Cont'd)

D. Contract Plans

1. Contract plans are available under conditions specified in the Fast Packet Services Payment Plan in A40.10, of this Tariff, with contract periods described as follows. (M)
 - a. Term Payment Plan A - payment periods may be selected from *twelve* (12) to *thirty-six* (36) months. (T)(M)
 - b. Term Payment Plan B - payment periods may be selected from *thirty-seven* (37) to *sixty* (60) months. (T)(M)
2. Termination Liability Charge will not be applicable for customer requests to change from a Shared Native Mode LAN Interconnection (NMLI) service to a higher bandwidth Premium BellSouth Metro Ethernet Service arrangement. The length of the commitment associated with the new service must be equal to or greater than the time remaining in the customer's existing service arrangement commitment. (M)
3. (DELETED) (D)(M)

E. Moves


1. A move involves a change in the physical location of one of the following:
 - a. The point of interface at the customer premises.
 - b. The customer's premises.
2. The charges for the move are dependent on whether the move is to a new location within the same building or to a different building.
 - a. Moves Within the Same Building
When the move is to a new location within the same building, the charge for the move will be an amount equal to one half the nonrecurring (i.e., installation) charge for the affected service termination at the customer's premises. There will be no change in the minimum period requirements.
 - b. To a Different Building
Moves to a different building, other than addressed in 3.following, will be treated as a disconnect at the existing location and all associated nonrecurring charges will apply at the new location. The customer will remain responsible for satisfying the remainder of the existing contract.¹ (T)
3. Moves of Service under Fast Packet SPP
Customer requests for moves of service under Fast Packet SPP, other than inside moves, will be subject to the conditions stated in A40.10.11 *preceding*. (T)

Note 1: Such moves of Metro Ethernet Service with Automatic Protection Switching (APS) shall additionally incur the full nonrecurring charge for establishing the APS feature at the new premises (as a new APS design will be required). The APS monthly recurring charge may change as appropriate based upon the actual route mileage associated with the new premises' APS design. (N)

Material appearing on this page previously appeared on page(s) 26 of this section.

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A40. FAST PACKET TRANSPORT SERVICES

A40.13 BellSouth Metro Ethernet Service (Cont'd)

A40.13.3 Rates and Charges

A. Basic BellSouth Metro Ethernet Service Arrangements

		Nonrecurring Charge	Month to Month	12 to 36 Months	37 to 60 Months	USOC	
1.	2 Mbps Basic Connection					MTEBO	(N)
	(a) per connection	\$1000.00	\$615.00	\$475.00	\$450.00		(N)
2.	4 Mbps Basic Connection					MTEB1	(N)
	(a) per connection	1000.00	645.00	625.00	515.00		(N)
3.	8 Mbps Basic Connection					MTEB2	(N)
	(a) per connection	1000.00	750.00	675.00	595.00		(N)
4.	10 Mbps Basic Connection					MTEBA	(T)
	(a) per connection	1000.00	940.00	750.00	680.00		(T)
5.	100 Mbps Basic Connection					MTEBB	(T)
	(a) per connection	1500.00	1880.00	1500.00	1350.00		(T)
6.	1 Gbps Basic Connection					MTEBC	(T)
	(a) per connection	2000.00	3750.00	3000.00	2700.00		(T)

B. Premium BellSouth Metro Ethernet Service Arrangements

1.	2 Mbps Premium Connection					MTEPO	(N)
	(a) per connection, Fixed Mode	1000.00	685.00	625.00	545.00		(N)
2.	4 Mbps Premium Connection					MTEP1	(N)
	(a) per connection, Fixed Mode	1000.00	720.00	675.00	590.00		(N)
3.	8 Mbps Premium Connection					MTEP2	(N)
	(a) per connection, Fixed Mode	1000.00	830.00	800.00	640.00		(N)
4.	10 Mbps Premium Connection					MTEP3	(T)
	(a) per connection, Fixed Mode	1000.00	1130.00	900.00	810.00		(T)
	(b) per connection, Burst Mode	1000.00	1510.00	1200.00	1080.00	MTEE3	(T)
5.	20 Mbps Premium Connection						(T)
	(a) per connection, Fixed Mode	1250.00	1410.00	1130.00	1020.00	MTEP4	(T)
	(b) per connection, Burst Mode	1250.00	1690.00	1350.00	1220.00	MTEE4	(T)
6.	50 Mbps Premium Connection						(T)
	(a) per connection, Fixed Mode	1250.00	1860.00	1490.00	1340.00	MTEP5	(T)
	(b) per connection, Burst Mode	1250.00	2060.00	1650.00	1480.00	MTEE5	(T)
7.	100 Mbps Premium Connection						(T)
	(a) per connection, Fixed Mode	1500.00	2250.00	1800.00	1620.00	MTEP6	(T)
	(b) per connection, Burst Mode	1500.00	2690.00	2150.00	1940.00	MTEE6	(T)
8.	250 Mbps Premium Connection						(T)
	(a) per connection, Fixed Mode	1750.00	2810.00	2250.00	2030.00	MTEP7	(T)
	(b) per connection, Burst Mode	1750.00	3220.00	2580.00	2330.00	MTEE7	(T)
9.	500 Mbps Premium Connection						(T)
	(a) per connection, Fixed Mode	1750.00	3740.00	2990.00	2690.00	MTEP8	(T)
	(b) per connection, Burst Mode	1750.00	4130.00	3300.00	2970.00	MTEE8	(T)

C. Dedicated BellSouth Metro Ethernet Service Arrangements

1	100 Mbps Dedicated Connection					MTEDB	(T)
	(a) per connection	1500.00	2160.00	1750.00	1560.00		(T)
2.	1 Gbps Dedicated Connection					MTEDC	(T)
	(a) per connection	2000.00	4310.00	3450.00	3110.00		(T)

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A40. FAST PACKET TRANSPORT SERVICES

A40.13 BellSouth Metro Ethernet Service (Cont'd)

A40.13.3 Rates and Charges (Cont'd)

D. Virtual BellSouth Metro Ethernet Service Arrangements¹

		Nonrecurring Charge	Month to Month	12 to 36 Months	37 to 60 Months	USOC	
1.	2 Mbps Virtual Connection					MTEVO	(N)
	(a) per connection	\$1000.00	\$ 485.00	\$ 425.00	\$ 383.00		(N)
2.	4 Mbps Virtual Connection					MTEV1	(N)
	(a) per connection	1000.00	520.00	475.00	428.00		(N)
3.	8 Mbps Virtual Connection					MTEV2	(N)
	(a) per connection	1000.00	630.00	600.00	540.00		(N)
4.	10 Mbps Virtual Connection					MTEV3	(T)
	(a) per connection	1000.00	930.00	700.00	630.00		(T)
5.	20 Mbps Virtual Connection					MTEV4	(T)
	(a) per connection	1000.00	1210.00	930.00	837.00		(T)
6.	50 Mbps Virtual Connection					MTEV5	(T)
	(a) per connection	1000.00	1660.00	1290.00	1161.00		(T)
7.	80 Mbps Virtual Connection					MTEV6	(T)
	(a) per connection	1000.00	1855.00	1445.00	1301.00		(T)
8.	100 Mbps Virtual Connection					MTEV7	(T)
	(a) per connection	1500.00	2050.00	1600.00	1440.00		(T)
9.	200 Mbps Virtual Connection					MTEV8	(T)
	(a) per connection	1500.00	2610.00	2050.00	1845.00		(T)
10.	300 Mbps Virtual Connection					MTEV9	(T)
	(a) per connection	1500.00	2945.00	2420.00	2178.00		(T)
11.	450 Mbps Virtual Connection					MTEVA	(T)
	(a) per connection	1500.00	3540.00	2790.00	2511.00		(T)
12.	600 Mbps Virtual Connection					MTEVB	(T)
	(a) per connection	1750.00	4205.00	3325.00	2993.00		(T)
13.	750 Mbps Virtual Connection					MTEVC	(T)
	(a) per connection	1750.00	4900.00	3880.00	3492.00		(T)
14.	900 Mbps Virtual Connection					MTEVD	(T)
	(a) per connection	2000.00	5345.00	4425.00	3983.00		(T)

Note 1: Each Virtual Connection requires the establishment of a Class of Service (CoS) profile.

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A40. FAST PACKET TRANSPORT SERVICES

A40.13 BellSouth Metro Ethernet Service (Cont'd)

A40.13.3 Rates and Charges (Cont'd)

E. BellSouth Metro Ethernet Service Additional Mileage

1. BellSouth Metro Ethernet Service Additional Mileage,
BellSouth Metro Ethernet Service arrangements greater than 10 through 25 airline miles

	Monthly Charge	USOC	
(a) per 2 through 9 Mbps Connection ¹	\$350.00	MTEMO	(N)
(b) per 10 through 99 Mbps Connection	370.00	MTEMA	(T)
(c) per 100 through 499 Mbps Connection	460.00	MTEMB	(T)
(d) per 500 Mbps through 1 Gbps Connection	560.00	MTEMC	(T)

2. BellSouth Metro Ethernet Service Additional Mileage,
BellSouth Metro Ethernet Service arrangements greater than 25 through 35 airline miles

(a) per 2 through 9 Mbps Connection ¹	\$585.00	MTEMD	(N)
(b) per 10 through 99 Mbps Connection	620.00	MTEME	(T)
(c) per 100 through 499 Mbps Connection	780.00	MTEMF	(T)
(d) per 500 Mbps through 1 Gbps Connection	930.00	MTEMG	(T)

3. BellSouth Metro Ethernet Service Additional Mileage,
BellSouth Metro Ethernet Service arrangements greater than 35 through 50 airline miles

(a) per 2 through 9 Mbps Connection ¹	\$925.00	MTEMH	(N)
(b) per 10 through 99 Mbps Connection	970.00	MTEMJ	(T)
(c) per 100 through 499 Mbps Connection	1210.00	MTEMK	(T)
(d) per 500 Mbps through 1 Gbps Connection	1460.00	MTEML	(T)

F. Priority Plus Feature²

	Nonrecurring Charge	Month to Month	12 to 36 Months	37 to 60 Months	USOC
(a) per connection	\$-	\$125.00	\$100.00	\$90.00	MTETP

G. Q-Forwarding Feature²

1. Q-forwarding Service Establishment Charge

(a) per connection	500.00	-	-	-	MTEQF
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2. Q-Forwarding Network Assignment Charge

(a) per network, per connection	-	90.00	75.00	70.00	MTEQN
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H. VLAN Aggregation Feature³

1. VLAN Aggregation Service Establishment Charge

(a) per connection	500.00	-	-	-	MTEQE
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2. VLAN Aggregation, Network Assignment Charge

(a) per VLAN, per connection	-	90.00	75.00	70.00	MTEQV
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Note 1: Not available for Dedicated Arrangements.

Note 2: Optional feature only available with a Premium Connection.

Note 3: Optional feature only available with a Virtual Connection.

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SECTION 9 (1)

By 

Executive Director

ISSUED: June 1, 2006
BY: E.C. Roberts, Jr., President - KY
Louisville, Kentucky

EFFECTIVE: June 16, 2006

A40. FAST PACKET TRANSPORT SERVICES

A40.13 BellSouth Metro Ethernet Service (Cont'd)

A40.13.3 Rates and Charges (Cont'd)

I. Metro Ethernet Reporting¹

(T)

1. Metro Ethernet Reporting Service Establishment Charge

	Nonrecurring Charge	Month to Month	12 to 36 Months	37 to 60 Months	USOC
(a) per customer account	\$250.00	\$-	\$-	\$-	CNMSE
2. Metro Ethernet Reporting Charge					
(a) per connection	-	14.00	10.00	8.00	CNMME
3. Metro Ethernet Web Interface Charge					
(a) first	-	-	-	-	CNMWF
(b) each additional	75.00	25.00	20.00	18.00	CNMWE
4. Metro Ethernet Security Card					
(a) each	200.00	-	-	-	CNMSC

Note 1: Optional feature only available with a Premium Connection *or a Virtual Connection*.

(C)

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Executive Director

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BY: E.C. Roberts, Jr., President - KY
Louisville, Kentucky

A40. FAST PACKET TRANSPORT SERVICES

A40.13 BellSouth Metro Ethernet Service (Cont'd)

A40.13.3 Rates and Charges (Cont'd)

J. Class of Service (CoS) Profile¹

(N)

1. Real-Time CoS²

(N)

	Month to Month	12 to 36 Months	37 to 60 Months	USOC	
(a) 10%	\$ 54.00	\$ 54.00	\$ 54.00	MTETF	(N)
(b) 20%	108.00	108.00	108.00	MTETG	(N)
(c) 25%	135.00	135.00	135.00	MTETH	(N)
(d) 30%	162.00	162.00	162.00	MTETJ	(N)
(e) 35%	189.00	189.00	189.00	MTETK	(N)
(f) 40%	216.00	216.00	216.00	MTETL	(N)
(g) 50%	270.00	270.00	270.00	MTETM	(N)
(h) 70%	378.00	378.00	378.00	MTETO	(N)

2. Interactive CoS²

(N)

(a) 10%	45.00	45.00	45.00	MTEVF	(N)
(b) 20%	90.00	90.00	90.00	MTEVG	(N)
(c) 25%	112.00	112.00	112.00	MTEVH	(N)
(d) 30%	135.00	135.00	135.00	MTEVJ	(N)
(e) 35%	157.00	157.00	157.00	MTEVK	(N)
(f) 40%	180.00	180.00	180.00	MTEVL	(N)
(g) 50%	225.00	225.00	225.00	MTEVM	(N)

Note 1: Each Virtual Connection requires the designation of a CoS profile with desired percentages of each CoS selected. The sum of the percentages for all CoS selected for a Virtual Connection must sum to 100%. (N)

Note 2: The combined CoS bandwidth percentages selected in a customer's Virtual Connection CoS profile for Real-Time CoS plus Interactive CoS may not exceed 50%, except where the customer selects the 70% Real-Time CoS bandwidth percentage and has no Interactive traffic. (N)

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Executive Director

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EFFECTIVE: June 16, 2006

BY: E.C. Roberts, Jr., President - KY
Louisville, Kentucky

A40. FAST PACKET TRANSPORT SERVICES

A40.13 BellSouth Metro Ethernet Service (Cont'd)

A40.13.3 Rates and Charges (Cont'd)

J. Class of Service (CoS) Profile¹ (Cont'd)

3. Business Critical CoS

	Month to Month	12 to 36 Months	37 to 60 Months	USOC	
(a) 10%	\$ 27.00	\$ 27.00	\$ 27.00	MTEPF	(N)
(b) 20%	54.00	54.00	54.00	MTEPG	(N)
(c) 25%	67.00	67.00	67.00	MTEPH	(N)
(d) 30%	81.00	81.00	81.00	MTEPJ	(N)
(e) 35%	94.00	94.00	94.00	MTEPK	(N)
(f) 40%	108.00	108.00	108.00	MTEPL	(N)
(g) 50%	135.00	135.00	135.00	MTEPM	(N)
(h) 60%	162.00	162.00	162.00	MTEPN	(N)
(i) 75%	202.00	202.00	202.00	MTEPP	(N)
(j) 90%	243.00	243.00	243.00	MTEPQ	(N)
(k) 100%	270.00	270.00	270.00	MTEPR	(N)

4. Best Effort CoS

(a) 10%	9.00	9.00	9.00	MTEBF	(N)
(b) 20%	18.00	18.00	18.00	MTEBG	(N)
(c) 25%	22.00	22.00	22.00	MTEBH	(N)
(d) 30%	27.00	27.00	27.00	MTEBJ	(N)
(e) 35%	31.00	31.00	31.00	MTEBK	(N)
(f) 40%	36.00	36.00	36.00	MTEBL	(N)
(g) 50%	45.00	45.00	45.00	MTEBM	(N)
(h) 60%	54.00	54.00	54.00	MTEBN	(N)
(i) 75%	67.00	67.00	67.00	MTEBP	(N)
(j) 90%	81.00	81.00	81.00	MTEBQ	(N)

Note 1: Each Virtual Connection requires the designation of a CoS profile with desired percentages of each CoS selected. The sum of the percentages for all CoS selected for a Virtual Connection must sum to 100%. (N)

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Executive Director

ISSUED: June 15, 2006
BY: E.C. Roberts, Jr., President - KY
Louisville, Kentucky

EFFECTIVE: June 30, 2006

A40. FAST PACKET TRANSPORT SERVICES

A40.13 BellSouth Metro Ethernet Service (Cont'd)

A40.13.3 Rates and Charges (Cont'd)

- K.** Automatic Protection Switching (APS) Feature¹: Selected to provide automatic protection switching in conjunction with a Basic, Premium or Virtual BellSouth Metro Ethernet Connection *of 10 Mbps or higher*. Applicable APS rate element based upon type of APS selected and actual total route miles² (rounded up to next whole mile) based upon a customer-specific design as determined by the Company. (C)

1. Structural Protection

	Nonrecurring Charge	Month to Month	12 to 36 Months	37 to 60 Months	USOC
(a) per APS Arrangement of less than 10 route miles	\$ 1000.00	\$1900.00	\$1250.00	\$1092.00	MTEAO
(b) per APS Arrangement of 10 through 25 route miles	1500.00	2145.00	1496.00	1301.00	MTEA1
(c) per APS Arrangement of greater than 25 through 35 route miles	2000.00	2445.00	1798.00	1679.00	MTEA2
(d) per APS Arrangement of greater than 35 through 50 route miles	2500.00	2900.00	2452.00	2376.00	MTEA3

2. Route Protection

(a) per APS Arrangement of less than 10 route miles	1500.00	2320.00	1470.00	1285.00	MTEA5
(b) per APS Arrangement of 10 through 25 route miles	2000.00	2610.00	1760.00	1530.00	MTEA6
(c) per APS Arrangement of greater than 25 through 35 route miles	2500.00	2965.00	2115.00	1975.00	MTEA7
(d) per APS Arrangement of greater than 35 through 50 route miles	3000.00	3435.00	2885.00	2795.00	MTEA8

- L.** Optical Termination Charge: An electrical termination on the customer premises is standard for 2, 4 and 8 Mbps Basic, Premium and Virtual Connections. Therefore, an Optical Termination Charge applies when an optional optical termination is requested and provided for a 2, 4 or 8 Mbps Connection. (N)

1. Per Optional Optical Termination (N)

(a) per connection	-	30.00	30.00	30.00	MTEO1 (N)
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M. Service Reconfiguration Charge (T)

(a) per request, per connection	250.00	-	-	-	MTESR
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N. System Reconfiguration Charge (T)

(a) per request, per connection	900.00	-	-	-	MTESY
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Note 1: Optional feature only available with a Basic, Premium or Virtual Connection *of 10 Mbps or higher*. (APS is not available for a 2 Mbps, 4 Mbps or 8 Mbps Basic, Premium or Virtual Connection.). (C)

Note 2: Per definition of route miles as provided in A40.13.2.C.11. preceding.

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